

General Terms and Conditions

Place after Tab 3

CANCELLATION

Cancellation for bankruptcy or acquisition: Mohave reserves the right to cancel, or suspend the use of, any contract if contractor files for bankruptcy protection, or is acquired by an independent third party.

Cancellation for conflict of interest: Pursuant to ARS §38-511, Mohave may cancel this contract or any purchase order issued under this contract within three (3) years after contract execution, for conflict of interest. Conflict of interest occurs if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of Mohave, is or becomes at any time while the contract or an extension of the contract is in effect, an employee of, or a consultant to, any other party to the contract, with respect to the subject matter of the contract. Mohave shall incur no penalty or further obligation if the contract is cancelled for conflict of interest. Cancellation shall be effective when the contractor receives written notice of the cancellation, unless the notice specifies a later time.

Cancellation for convenience: Mohave reserves the right to immediately cancel the contract without penalty or recourse, in whole or in part, when Mohave determines that action to be in the best interests of its members. Contractor shall be entitled to receive just and equitable compensation in accordance with applicable contract pricing for work in progress, work completed and materials accepted before the effective date of the cancellation.

Cancellation for non-performance or contractor deficiency: Mohave may terminate any contract if members have not used the contract in any 12-month period, or if purchase orders total less than \$100,000 per year. Mohave reserves the right to cancel the whole or any part of this contract due to failure by contractor to carry out any obligation, term or condition of the contract. Mohave may issue a written deficiency notice to contractor for acting or failing to act in any of the following:

- Providing material that does not meet the specifications of the contract;
- Providing work and/or material that was not awarded under the contract;
- Failing to adequately perform the services set forth in the scope of work and specifications;
- Failing to complete required work or furnish required materials within a reasonable amount of time;
- Failing to make progress in performance of the contract and/or giving Mohave reason to believe that contractor will not or cannot perform the requirements of the contract;
- Performing work or providing services under the contract prior to receiving a Mohave reviewed purchase order for such work; and/or
- Accepting non-Mohave reviewed purchase orders (under the contract).

Upon receipt of a written deficiency notice, contractor shall have ten (10) days to provide a satisfactory response to Mohave. Failure to adequately address all issues of concern may result in contract cancellation. Upon cancellation under this paragraph, all goods, materials, work, documents, data and reports prepared by contractor under the contract shall become the property of the member on demand.

Cancellation for replacement: Mohave reserves the right to cancel a contract awarded under this solicitation and replace it with a newer contract awarded to the same vendor for similar goods and services. Mohave may, at its option, either replace a contract resulting from this solicitation or delay a new award until the existing contract expires. The decision to replace the contract rests solely with Mohave.

Contractor cancellation: Contractor may cancel this contract at any time upon thirty (30) days prior written notice to Mohave or on the yearly anniversary of the contract. Termination shall have no effect on projects in progress at the time the notice of cancellation is received by Mohave.

Continuation of performance: Contractor shall continue to perform in accordance with the requirements of the contract, up to the date of cancellation and as directed in the cancellation notice.

Gratuities: Mohave may cancel this contract if it is found that gratuities in the form of entertainment, gifts or otherwise, were offered or given by contractor or any agent or representative of contractor, to any employee of Mohave with a view toward securing a contract or with respect to the performance of this contract. Paying the expenses of normal business meals, which are generally made available to all eligible school and government employees, shall not be prohibited by this paragraph. Samples of software, equipment or hardware provided to Mohave for demonstration or evaluation are not considered gratuities.

General Terms and Conditions

CERTIFICATION

By signing the Offer and Contract Award page (page 2 of the RFP), offeror certifies the following:

- Offeror has examined and understands the terms, conditions, scope of work and specifications and other documents in this solicitation.
- The submission of the offer did not involve collusion or other anti-competitive practices. Neither signatory nor any person on his behalf, has not agreed, connived or colluded to produce a deceptive show of competition in the matter of the bidding or award of a contract under this solicitation.
- Offeror has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted offer.
- Neither offeror, nor any officer, director, partner, member or associate of offeror, nor any of its employees directly involved in obtaining contracts with the State of Arizona, Mohave Educational Services Cooperative, Inc., or any subdivision of the state has been convicted of false pretenses, attempted false pretenses, or conspiracy to commit false pretenses, bribery, attempted bribery or conspiracy to bribe under the laws of any state or federal government for acts or omissions after January 1, 1985.
- Offeror agrees to comply fully with any and all provisions of ARS §32-1101 et seq (Registrar of Contractors) that may regulate offeror's business. Offeror shall not discriminate against any employee, or applicant for employment in violation of federal and state laws (see Federal Executive Order 11246; ARS § 31-1461).
- Offeror is not currently suspended, debarred or otherwise precluded from participating in any public procurement activity with any federal, state or local government entity.
- If awarded a contract, offeror agrees to promote, offer and sell under Mohave contract only those materials and/or services awarded to contractor by Mohave.
- If awarded a contract, offeror will provide the equipment, commodities, and/or services to members of Mohave Educational Services Cooperative, Inc. in accordance with the terms, conditions, scope of work, specifications, and other documents of this Request for Proposal.
- If awarded a contract, offeror agrees that all students, staff and other individuals eligible to receive services will have equal access to the services regardless of race, religion, color, sex, disability, age or national origin (including language minority individuals).
- Offeror and all proposed subcontractors comply and shall remain in compliance with the Federal Immigration and Nationality Act (FINA), all other Federal immigration laws and regulations, A.R.S. § 41-4401, and A.R.S. § 23-214, which requires compliance with federal immigration laws by Arizona employers, Arizona contractors and Arizona subcontractors in accordance with the E-Verify employee eligibility verification program.
- Offeror does not have scrutinized business operation in Sudan or Iran and complies with the Export Administration Act.

CLARIFICATION/DISCUSSIONS

Clarifications: Clarification means communication with offeror for the sole purpose of eliminating minor irregularities, informalities, or apparent clerical mistakes in the proposal. It is achieved by explanation or substantiation, either in response to an inquiry from Mohave or as initiated by offeror. Clarification does not give offeror an opportunity to revise or modify its proposal, except to the extent that correction of apparent clerical mistakes results in a revision.

Discussions: After the initial receipt of proposals, Mohave reserves the right to conduct discussions with those offerors whose proposals are determined to be reasonably susceptible of being selected for award. Discussions occur when oral or written communications between Mohave and offeror are conducted for the purpose of clarifications involving information essential for determining the acceptability of a proposal or that provides offeror an opportunity to revise or modify its proposal. Mohave will not help offeror bring its proposal up to the level of other proposals through discussions. Mohave will not indicate to offeror a cost or price that it must meet to obtain further consideration nor will it provide any information about other offerors' proposals or prices.

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CONFIDENTIAL INFORMATION

Confidential information request: If offeror believes that its proposal contains trade secrets or confidential information that should be withheld from public inspection, a statement advising Mohave of this fact shall accompany the proposal, and the information shall be so identified wherever it appears. Mohave shall review the statement and shall determine in writing whether the information shall be withheld. If Mohave determines to disclose the information, Mohave shall inform offeror in writing of such determination.

Pricing: Mohave will not consider pricing to be confidential or proprietary.

Public record: All proposals submitted in response to this solicitation shall become the property of Mohave. They will become a matter of public record available for review, subsequent to award notification, under the supervision of Mohave, by appointment, at 625 E. Beale Street, Kingman, Arizona.

COOPERATIVE PURCHASING

Cooperative purchasing: This contract is based on the need for Mohave to provide the economic benefits of volume purchasing and reduction in administrative costs through cooperative purchasing to schools and other members. Although contractors may restrict sales to certain public units (for example, state agencies or local government units), any contract that prohibits sales from being made to public school districts will not be considered.

Cooperative purchasing agreements: Cooperative Purchasing Agreements between Mohave and its members have been established under ARS §41-2632 through §41-2634.

Cooperative purchasing contracts: Offeror agrees all prices, terms, warranties, and benefits granted by offeror to members through this contract are comparable to or better than the equivalent terms offered by offeror to any present customer meeting the same qualifications or requirements.

DELIVERY

Default in one installment to constitute total breach: Contractor shall deliver conforming materials in each installment or lot under this contract and may not substitute nonconforming materials. Mohave reserves the right to declare a breach of contract if contractor delivers nonconforming materials to any member under this contract.

Defective goods: Contractor agrees to pay for return shipment of goods that arrive in a defective or non-operable condition. Contractor shall arrange for return shipment of damaged or defective goods.

Delivery time: Delivery is desired within thirty (30) days of receipt of purchase order. Exceptions should be listed by offeror. Delivery time is of the essence and failure to deliver any order within the time frame specified on the purchase order may result in cancellation of that purchase order.

Improper delivery: Unless contrary to other parts of this solicitation, if the goods or tender of delivery fail in any respect to conform to this contract, member may reject the whole, accept the whole, or accept any commercial unit or units and reject the rest.

Restocking fees: A restocking fee may only be charged on products ordered and delivered to member's site. Restocking fees in excess of fifteen percent (15%) will not be allowed. Contractor may waive restocking fees. Shipping charges on returns must be identified in Tab 7.

ESTIMATED QUANTITIES

Mohave anticipates considerable activity resulting from this solicitation. An estimate of purchases is provided in the overview of the category of contract materials or services. However, no commitment of any kind is made concerning quantities actually to be acquired. Mohave does not guarantee usage. Usage depends on the actual needs of members and marketing by contractor.

EVALUATION & AWARD

Basis of award: In accordance with R7-2-1041 through R7-2-1050 and ARS §41-2578, award(s) will be made to the responsive and responsible offeror(s) whose proposal(s) receive the highest score(s) under the method of scoring in the RFP. Mohave reserves the right, but is not required to use model projects to determine the most advantageous cost proposal(s). To qualify for evaluation, a proposal must have been submitted on time, and materially satisfy all mandatory requirements identified in this document.

Best and final offers: Mohave reserves the right to conduct discussions with, or require presentations from, responsible offerors for the purpose of clarification, and to request best and final offers before a contract is awarded.

General Terms and Conditions (con't)

Competitive range: Mohave reserves the right to establish a competitive range of acceptable proposals as part of the evaluation process. Proposals not in the competitive range are unacceptable and will not receive further award consideration.

Deviations and exceptions to requirements: Deviations or exceptions stipulated in a proposal may result in disqualification. Language to the effect that offeror does not consider this solicitation part of the contract may result in rejection of the proposal.

Evaluation criteria: The evaluation criteria for this solicitation, and the maximum points for each, are as follows:

Criteria	Points
Technical Proposal Evaluation	
Offeror's qualifications and experience	40
Quality of the technical proposal	20
Offeror's contract management plan	10
Offeror's quality management plan	10
Offeror's subcontractor management plan	5
Offeror's safety plan & record	5
Offeror's financial capacity	5
Information from references, PPI information and other pertinent information	5
Technical Proposal Total	100
Price Proposal Evaluation	
Cost	15
Other appropriate evaluations described in R7-2-1046: transportation costs; energy costs; ownership costs; life cycle costs	5
Price Proposal Total	20
Grand Total	120

Formation of contract: A response to this solicitation is an offer to contract with Mohave based upon the terms, conditions, scope of work, and specifications contained in this request. A proposal does not become a contract unless and until Mohave accepts it. A contract is formed when a Mohave administrator signs the award document.

Maximum job order: No specific job order under an awarded contract shall exceed \$1,000,000. A specific single project is defined as, "one or more facilities at a single location, at a common location or if for a similar purpose, at multiple locations." (ARS §34-101.26)

Method of evaluation: Mohave shall select a committee of not more than seven (7) members to evaluate the proposals. Composition of the committee shall be in compliance with ARS §41-2578.C.2. Step 1 of the evaluation shall be a review of initial technical proposals. Step 2 of the evaluation will be a review of the price proposals submitted by offerors with acceptable technical proposals.

Multiple award: Mohave has a large number of various types of members located throughout Arizona. To assure that our contracts meet the requirements of all members, Mohave reserves the right to award multiple contracts. Such decision will be based upon considerations for members' experience with existing products and systems, brand continuity for parts replacement and future expansion, contractor's ability to provide for our large, diverse membership, bonding capacity, geographic area(s) served, Mohave's past experience with contracts for similar product/services, and other relevant criteria. Offeror should consider the fact that Mohave may award multiple contracts in preparing their response. The decision to award multiple contracts, award a single contract, or make no award rests solely with Mohave.

A multiple award shall be made only if the procurement officer determines in writing that a single award is not advantageous to Mohave. A multiple award shall be limited to the least number of suppliers necessary to meet the requirements of the using agencies.

Non-exclusive contract: Any contract resulting from this solicitation shall be awarded with the understanding and agreement that it is for the sole convenience of Mohave's members. Mohave and its members reserve the right to obtain like goods and services from other sources.

General Terms and Conditions (con't)

EVALUATION & AWARD (con't)

Past performance information: Past Performance Information (PPI) is relevant information regarding a contractor's actions under previously awarded contracts to schools and local, state or federal agencies. It includes contractor's record of performance under such contracts including, but not limited to conformance to the terms, conditions, specifications and scope of work of the contracts, responsiveness to, and correction of, contract claims and controversies, and satisfaction of the contracting entities. PPI shall be a factor in evaluation and award.

Responsible offeror: A responsible offeror is a firm or person with the capability to perform the contract requirements and the integrity and reliability which will assure good faith performance. Mohave must determine an offeror to be responsible before awarding a contract to offeror.

Responsive proposals: A responsive proposal reasonably and substantially conforms to all material requirements of the solicitation. Proposals must be responsive to receive award consideration. Mohave reserves the right to waive minor informalities.

Total costs: Total member costs include energy, facilities, repair costs, present values of moneys, vendor charges, personnel costs and all other identifiable member costs. Vendor charges include all the costs of vendor support, materials, transportation and all other identifiable costs associated with the proposal. Vendor costs means the costs of all hardware, materials, software, transportation, vendor support and all other identifiable costs associated with the proposal. Vendor support means services provided by the vendor, such as consulting, education, training, management of the system purchased and other integration and maintenance support.

FEDERAL & STATE REQUIREMENTS

Business Operations in Sudan/Iran: In accordance with A.R.S. 35-391.06 and 35-393.06, the Contractor shall not have scrutinized business operations in Sudan and/or Iran

Compliance with Federal and state requirements: Contractor agrees, when working on any federally assisted projects with more than \$2,000 in labor costs, to comply with the Contract Work Hours and Safety Standards Act, the Davis-Bacon Act (Section 29, CFR Part 5), the Copeland "Anti-Kickback" Act, and the Equal Opportunity Employment requirements of Executive Order 11246 as amended by Executive Order 11375. In such projects, contractor agrees to post wage rates at the work site and submit a copy of their payroll to the member for their files. In addition, to comply with the Copeland Act, contractor must submit weekly payroll records to the member. Contractor must keep records for three years and allow the federal grantor agency access to these records, upon demand. Contractor also agrees to comply with state of Arizona Executive Order 75-5, as amended by Executive Order 99-4.

When working on any projects funded with Federal grant monies, contractor additionally agrees to comply with the administrative requirements for grants and cooperative agreements to state, local and federally recognized Indian tribal governments (24 CFR, Part 85, subpart 36 – procurement). This compliance includes sections regarding requirements and regulations pertaining to reporting; patent rights; copyrights; and applicable standards, orders or requirements issued under: section 306 of the Clean Air Act; section 508 of the Clean Water Act; Executive Order 11738; EPA regulations; and standards and policies related to the Energy Policy and Conservation Act.

Compliance with workforce requirements: Pursuant to ARS § 41-4401, Contractor and subcontractor(s) warrant their compliance with all federal and state immigration laws and regulations that relate to their employees, and compliance with ARS § 23-214 subsection A, which states, "...every employer, after hiring an employee, shall verify the employment eligibility of the employee through the E-Verify program."

[To register for E-Verify, go to: <https://www.vis-dhs.com/EmployerRegistration/StartPage.aspx>.]

Mohave reserves the right to cancel or suspend the use of any contract for violations of immigration laws and regulations. Mohave and its members reserve the right to inspect the papers of any contractor or subcontract employee who works under this contract to ensure compliance with the warranty above.

General Terms and Conditions (con't)

FEDERAL & STATE REQUIREMENTS (con't)

Contractor Employee Work Eligibility: By entering into the contract, contractor warrants compliance with A.R.S. § 41-4401, A.R.S. § 23-214, the Federal Immigration and Nationality Act (FINA), and all other Federal immigration laws and regulations. Mohave and or Mohave members may request verification of compliance from any contractor or subcontractor performing work under this contract. Mohave and its members reserve the right to confirm compliance. Should Mohave or its members suspect or find that the contractor or any of its subcontractors are not in compliance, Mohave may pursue any and all remedies allowed by law, including, but not limited to suspension of work, termination of the contract for default, and suspension and/or debarment of the contractor. All costs necessary for compliance are the responsibility of the contractor.

Non-compliance: All federally assisted contracts to members that exceed \$10,000 may be terminated by the federal grantee for noncompliance by contractor. In projects that are not federally funded, offeror must agree to meet any federal, state or local requirements, as necessary. In addition, if compliance with the federal regulations increases the contract costs beyond the agreed on costs in this solicitation, the additional costs may only apply to the portion of the work paid by the federal grantee.

Offshore Performance of Work Prohibited: Due to security and identity protection concerns, direct services under this contract shall be performed within the borders of the United States. Any services that are described in the specifications or scope of work that directly serve the State of Arizona or its clients and may involve access to secure or sensitive data or personal client data or development or modification of software for the State shall be performed within the borders of the United States. Unless specifically stated otherwise in the specifications, this definition does not apply to indirect or 'overhead' services, redundant back-up services or services that are incidental to the performance of the contract. This provision applies to work performed by subcontractors at all tiers.

Terrorism Country Divestments: In accordance with A.R.S. 35-392, Mohave and its members are prohibited from purchasing from a company that is in violation of the Export Administration Act. By entering into the contract, contractor warrants compliance with the Export Administration Act.

FORCE MAJEURE

Except for payments of sums due, neither party shall be liable to the other, nor be deemed in default under this contract, if and to the extent that such party's performance of this contract is prevented by reason of force majeure. The term "force majeure" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence, including, but not limited to the following: acts of God; acts of the public enemy; war; riots; strikes; mobilization; labor disputes; civil disorders; fire; flood; snow; earthquakes; tornadoes or violent winds; hail storms; lockouts; injunctions-intervention-acts, or failures or refusals to act by government authority; and other similar occurrences beyond the control of the party declaring force majeure, which such party is unable to prevent by exercising reasonable diligence. The force majeure shall be deemed to commence when the party declaring it notifies the other party of the existence of the force majeure, and shall be deemed to continue as long as the results or effects of the force majeure prevent the party from resuming performance in accordance with the contract. Force majeure shall not include late deliveries of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, an oversold condition of the market, inefficiencies, or similar occurrences. If either party is delayed at any time by force majeure, the delayed party shall notify the other party in writing of such delay within forty-eight (48) hours.

FORM OF CONTRACT

Contract type: The contract shall be a requirements contract for indefinite quantities of construction priced by means of a coefficient applied to an approved Unit Price Book.

Form of contract: The form of contract for this solicitation shall be the Request for Proposal, the awarded proposal(s) and best and final offer(s), and properly issued and reviewed purchase orders referencing the requirements of the Request for Proposals. If a firm submitting an offer requires Mohave and/or member to sign an additional contract, a copy of the proposed contract must be included with the proposal.

General Terms and Conditions (con't)

FORM OF CONTRACT (con't)

Vendor contract documents: Mohave will review proposed vendor contract documents. Vendor's contract document shall not become part of Mohave's contract with vendor unless and until an authorized representative of Mohave reviews it.

Parol evidence: The contract, as specified above, represents the final written expression of agreement. All agreements are contained herein and no other agreements or representations that materially alter it are acceptable.

INDEMNIFICATION

General indemnification: To the extent permitted by law, Mohave and its members shall be indemnified and held harmless by contractor for its vicarious liability as a result of entering into this contract. Each party to the contract is responsible for its own negligence.

Modification by member: Contractor shall have no obligation with respect to any patent and copyright infringement claim based upon member's modification of the equipment and/or software, or its operation or use with apparatus, data or programs not furnished by contractor. However, one member's action will not preclude contractor's obligation to others not having modified their equipment or software.

Patent and copyright indemnification: To the extent permitted by law, contractor shall indemnify and hold harmless Mohave and its members against any liability, including costs and expenses, for infringement of any patent, trademark or copyright arising out of contract performance or use by Mohave and its members of materials furnished or work performed under this contract. Mohave and its members shall reasonably notify contractor of any claim for which it may be liable under this paragraph.

INSTALLATION

Equipment installation should be done in a reasonable amount of time and be scheduled directly with the member. Installation shall be in accordance with the manufacturer's instructions and shall be accomplished by skilled and properly licensed individuals.

INQUIRIES

Any question related to this solicitation shall be directed to Mohave. Mohave may require any and all questions to be submitted in writing. Mailed inquiries should not have the solicitation number on the envelope since it might be confused with a sealed proposal response and not be opened until the due date and time. Inquiries may be faxed (928-718-3238) or e-mailed to contracts@mesc.org or via phone (928-753-6945).

INSURANCE

Liability insurance: Unless otherwise modified elsewhere in this solicitation, prior to commencing services under this contract, contractor shall procure and maintain during the life of this agreement comprehensive public liability insurance, to include automobile liability, providing limits of not less than \$1,000,000 per occurrence. Evidence of the required insurance shall be provided by means of a certificate of insurance naming Mohave as the certificate holder. In addition, contractor must be willing to provide, upon request, identical certification of insurance to any member using this contract.

Subcontractor insurance: Prior to commencing any work, any subcontractor shall procure and maintain at its own expense until final acceptance of the work, insurance coverage in a form and from insurers acceptable to the prime contractor. All subcontractors will provide worker's compensation insurance which waives all subrogation rights against the prime contractor and member.

Workers compensation insurance: Contractor shall also procure and maintain during the life of this agreement, workers' compensation insurance for all of contractor's employees engaged in work under the contract. All workers' compensation insurance will be in compliance with state statute and evidenced by a certificate of insurance.

LICENSES

Contractor shall maintain in current status all federal, state and local licenses, bonds and permits required for the operation of the business conducted by contractor. Contractor shall remain fully informed of and in compliance with all ordinances and regulations pertaining to the lawful provision of services under the contract. Mohave reserves the right to stop work and/or cancel the contract of any contractor whose license(s) expire, lapse, are suspended or terminated.

General Terms and Conditions (con't)

LICENSES (con't)

Contractor's license: Contractor for Job Order Contracting construction services shall be licensed to perform construction pursuant to Title 32, Chapter 10. Contractor shall maintain in current status all federal, state and local licenses, bonds and permits required for the operation of the business conducted by contractor. Contractor shall remain fully informed of and in compliance with all ordinances and regulations pertaining to the lawful provision of services under the contract. Mohave reserves the right to stop work and/or cancel the contract of any contractor whose license(s) expire, lapse, are suspended or terminated.

MAINTENANCE

Maintenance facilities and support: It is preferred that each contractor should have maintenance facilities and a maintenance support system available for servicing units in all parts of Arizona. If a third party is used to provide maintenance or warranty work, offeror must include details of any such arrangement in the proposal. Trained and qualified technicians shall be available to cover all parts of the state. It is preferred that maintenance service in metropolitan areas of Arizona be available within eight hours; service in rural areas within 24 hours, or next day. Maintenance facilities must have sufficient parts inventory to provide quality service on units sold to members.

MANUFACTURER'S REPRESENTATIVE

Manufacturer support: Offerors submitting proposals as a manufacturer's representative must be able, if requested, to supplement the offer with a letter from the manufacturer certifying that offeror is a bona fide dealer for the equipment offered, that offeror is authorized to submit an offer on such equipment, and which guarantees that should offeror fail to satisfactorily fulfill any obligations established as a result of the award of contract, the manufacturer will either assume and discharge such obligations or provide for their competent assumption by one or more bona fide dealers for the balance of the contract period.

OFFER ACCEPTANCE PERIOD/WITHDRAWAL

Late offers: Except as authorized by ARS §41-2534 and/or R7-2-1044, late offers shall not be considered. Late offers will be returned, unopened, within ten (10) days of request.

Offer acceptance period: A proposal submitted in response to this solicitation shall be valid and irrevocable for ninety (90) days after opening time and date.

Withdrawal of proposal: At any time prior to the specified due date and time, offeror may withdraw his proposal. After the opening time and date, proposals may not be withdrawn, except as allowed by R7-2-1049.

ORDERING CYCLE

Acceptance of orders by Contractor: All quotations provided to Members must be based on prices in the contract and include the correct Mohave contract number. Contractor may only refuse a Mohave approved order under this contract after providing written documentation acceptable to Mohave describing the circumstances that warrant refusal. Improper documentation and/or frequent refusals may result in contract cancellation.

Acceptance of orders by Mohave: This contract is for the sole use of Mohave and its Members. Mohave reserves the right to require Contractor to reject any purchase orders received from Members based on this contract, without cause.

Audit of Contract Activity: Mohave will audit some of the purchases made under this contract. The Contractor agrees to provide all documentation necessary for Mohave to audit purchases made under contract including invoices, credits and statements issued to Members.

Contractor contacts: Contractor agrees to assign only one contact person for each of the following: administration, audit, escalation and reconciliation. These contacts may be the same person, with the exception of the escalation contact. The name(s) of the contact persons will be provided to Mohave.

Orders in process: Member purchase orders dated on or before the contract cancellation and/or expiration date, will be processed and are considered valid until order fulfillment. Any such orders must be in the possession of Mohave within a reasonable amount of time.

Purchase verification: It is the member's independent responsibility to verify that quotations and purchase orders comply with the terms of the award of a contract or procurement.

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ORDERING CYCLE (con't)

Quotations: Quotations with no end date are considered invalid after sixty (60) days from the issue date.

OVERVIEW

Advertising: Offeror shall not advertise or publish information concerning this solicitation prior to an award being announced by Mohave. After award, contractor(s) may advertise the availability of products and services to members. Any promotional marketing materials using the Mohave logo must be approved by a Mohave Contract Specialist in advance.

Applicable law: Contract shall be governed by the laws of the State of Arizona, and suits pertaining to the contract may be brought only in courts in the State of Arizona.

Application of law: The Arizona Procurement Code, the Arizona State Board of Education School District Procurement Rules, and the Uniform Commercial Code (UCC) as adopted by the State of Arizona, are part of this document as if fully set forth herein. Any provision or clause required by law, rule or regulation to be included in the contract will be read and enforced as if in the contract, whether or not physically included. If any such provision is not included, or is not correctly included, contract will be amended in writing to make such inclusion or correction upon application from either party to contract.

Arbitration: After exhausting applicable administrative review, the parties to this contract may agree to resolve disputes arising out of or relating to this contract through arbitration, to the extent allowed by law.

Assignment: Contractor shall assign no right or interest in this contract without prior written permission from Mohave. No delegation of any duty of contractor shall be made without prior written permission from Mohave. Mohave shall not unreasonably withhold approval and shall notify contractor of its decision within fifteen (15) days of receipt of written notice from contractor.

Audit rights: In accordance with applicable Arizona law, contractor's books and records related to this contract may be audited at a reasonable time and place, for the term specified in ARS § 41-2548.

Brand names: The names of major businesses and their products that appear without the trademark or service mark remain the property of their respective owners.

Captions, headings and illustrations: The captions, illustrations, headings, and subheadings in this solicitation are for convenience and ease of perusal only, and in no way define, limit or describe the scope or intent of the request.

Construction services: Construction, and one or more related services, such as finance services, maintenance services, operations services, design services and preconstruction services as those services are authorized in the definition of Job Order Contracting.

Contract claims or controversies: The requirements of the Arizona State Board of Education School District Procurement Rules and the Arizona State Procurement Code shall govern any contract awarded as a result of this solicitation, as well as any contract claims or controversies associated with it.

Definition of time: Periods of time, stated as a number of days, shall be in calendar days, not business days.

Eligible agencies: Any contract awarded from this solicitation shall be available to any and all Mohave members. Member is defined as a local or public procurement unit, or a governmental public entity that is a political subdivision for purposes of federal income tax, or a nonprofit educational or public health institution that is a political subdivision for purposes of federal income tax or meets the requirements of section 115 of the Internal Revenue Code. Mohave has over 390 members including public school districts, community colleges, city and county governments and political subdivisions throughout Arizona. A list of members may be found on Mohave's website, www.mesc.org. Actual use of any contract will be at the sole discretion of Mohave's members.

Liens/serial numbers: All materials and services shall be free of liens. Offers must be for equipment on which the original manufacturer's serial number has not been altered in any way.

Nonresponsive offer: Any statement of qualifications that does not conform to the mandatory or essential terms, conditions and/or specified requirements for this solicitation may be considered nonresponsive.

General Terms and Conditions (con't)

OVERVIEW (con't)

Novation: If contractor sells or transfers all assets or the entire portion of the assets used to perform this contract, a successor in interest must guarantee to perform all obligations under this contract. Mohave reserves the right to accept or reject any new party. A simple change of name agreement will not change the contractual obligations of contractor.

Offeror qualifications: Offeror shall have extensive knowledge and at least three (3) years experience with the installation, maintenance and provision of the equipment, software or services offered. Mohave reserves the right to accept or reject newly formed companies solely based on information provided in the proposal and/or its own investigation of the company.

Order cycle overview:

1. Member forwards purchase orders to Mohave. Vendor listed on purchase order is contract vendor.
2. Mohave emails Member order to contract vendor.
3. Contract vendor provides product/services.
4. Contract vendor invoices Member.
5. Member pays contract vendor.
6. Contract vendor sends Usage and Reconciliation Report to Mohave.
7. Contract vendor remits administration fee monthly, based on invoices paid.
8. Mohave audits selected purchases.

Order of precedence: In the event of a conflict in the provisions of the contract as accepted by Mohave, the following order of precedence shall prevail:

1. Special terms and conditions
2. General terms and conditions
3. Specifications and scope of work
4. Attachments and exhibits
5. Documents referenced or included in the solicitation

Pricing extension errors: In case of error in extension of prices in the offer, unit prices shall govern.

Proposal opening: Proposals shall be opened immediately following the proposal due date and time. The name of each offeror shall be publicly read and recorded in the presence of witnesses. All information in the proposals shall remain confidential until after award of contracts, with the exception of review by Mohave staff and selected evaluators.

Relationship of the parties: Vendors receiving contracts under this solicitation are independent contractors. Neither party to the contract, nor any member, shall be deemed to be the employee of another party to the contract.

Removal from potential bidders list: Any offeror submitting a perfunctory proposal with no serious intent of being accepted, may be removed from Mohave's potential bidders list. Any vendor not responding to two (2) consecutive Requests for Proposals for similar procurements may be removed from the potential bidders list for those items or services. A "no bid" response or request to remain on the list is sufficient to keep a vendor on the potential bidders list.

Severability: The provisions of this contract are severable to the extent that any provision or application held to be invalid shall not affect any other provision or application of the contract which may remain in effect without the invalid provision or application.

Subcontractor: A person who contracts to perform work or render service to a contractor or to another subcontractor as a part of a contract with Mohave.

Successful performance: The sections of solicitation defining the scope of services, requirements, qualifications, etc., are not to be construed as a complete listing that exempts successful offeror from reasonable services required to ensure successful performance under the contract.

General Terms and Conditions (con't)

PAYMENT

Billing: All invoices shall list the applicable Member purchase order number and Mohave contract number. Contractor will invoice Members directly. Late fees are not permitted. All transactions are payable in U.S. currency only.

Contacting Member about payment: Contractor may contact Member for payment for a product or service delivered to the Member under the contract. Such contact shall be professional and courteous.

Correct billing: Contractor's invoice must match the purchase order. If discovered, incorrect invoices resulting in excess charges must be corrected by Contractor, no matter the cause of the error. Any excess payment must be returned to Member within thirty (30) days, in the form of a check or credit memo, as determined by the Member.

If a Member is invoiced at less than contract prices, contract vendor will invoice the Member for the difference unless Mohave approves the undercharge.

If contract pricing in effect on the contract has gone down between the time of the order and the invoice date, vendor may invoice at the current contract price.

Credit hold: Contractor agrees to advise Mohave's Accounting Manager of a Member(s) being placed on credit hold, within five (5) days of the action.

Overpayment: Contractor shall reimburse member for any overpayment reported to contractor within the time allowed by law.

Payment time: Payment terms are Net thirty (30) days from receipt of Contractor's invoice.

Progress payments: Mohave will permit Members to make progress payments under the following conditions: 1) Member and Contractor agree to the terms of the progress payments prior to issuing a purchase order; 2) the purchase order describes the amounts/percentages to be paid and the dates/frequency of payment; 3) Member accepts responsibility for verifying the validity of each payment application; 4) payments are made only after goods and/or services are verified; and 5) any such payments be made in full compliance with Member's local governing entity rules and any and all other applicable state rules and regulations.

Quick pay discounts: Quick pay discounts may be offered directly to Members, provided they have received the materials or services, and that such discounts are available equally to all Members. Mohave must approve such discounts, in writing.

Reporting and Payment of Administration Fees to Mohave: The Contractor agrees to provide a Usage and Reconciliation Report detailing activity under the contract, and payment for Mohave administration fees for invoices paid in the previous month. Items in the report must include Member names, PO numbers, amounts, administration fees, invoice numbers, and credit/return information for all paid invoices in the prior month. Payment and report are due as per a schedule agreed upon by Mohave and Contractor. The initial due date shall be the 10th, 20th or 30th of the following month and will be specified in an award notification letter. If no invoices were paid under the contract in the previous month, the Contractor will provide notice of no activity. A sample reconciliation report is available at our website (www.mesc.org/solicitations/sample_recon.xls)

Vendor invoice: Vendor shall invoice Member after delivery of goods and/or services. Goods and services shall be invoiced at applicable contract prices, which include Mohave's 1% administration fee.

Vendor shall invoice Member for the item cost(s) including Mohave's administration fee, calculated at .0099 of the original subtotal amount. The Mohave administrative fee shall not be calculated on ancillary charges. (E.g. performance bonds, shipping, transaction privilege tax, travel, lodging, M&IE, permits, etc.)

Vendor payment: Member shall issue payment to vendor after receipt of invoice.

General Terms and Conditions (con't)

PREPARATION OF PROPOSAL & PROPOSAL FORMAT

Amendment of proposal: A proposal may be amended up to the time of opening by submitting a sealed letter to the place indicated on the front of the solicitation.

Compliance with instructions: Offeror's ability to follow proposal preparation instructions in this solicitation will be considered an indicator of offeror's ability to follow instructions should it receive an award as a result of this solicitation. The quality of organization and writing reflected in the proposal will be considered to be an indication of the quality of organization and writing which would be prevalent if a contract is awarded. As a result, the proposal will be evaluated as a sample of data submission. Subjective judgment on the part of Mohave's evaluators is implicit in this process.

Cost of proposal preparation: Mohave will not reimburse the cost of developing, presenting, or providing any response to this solicitation.

Offeror responsibility: Offeror shall examine the entire solicitation, seek clarification of any item or requirement that may not be clear, and check all responses for accuracy before submitting proposal. Failure to examine any requirements shall be at offeror's risk. Negligence in preparing an offer confers no right of withdrawal after due date and time.

Proposal forms: The forms and format contained in the solicitation shall be used. Offerors may reproduce the forms and retype the information, but all of the required information must be presented in the tab order requested. Telegraphic, electronic mail, or faxed proposals shall not be considered.

Proposal submittal: *One (1) original and five (5) copies of the Technical Proposal and one (1) original and one (1) copy of the Price Proposal* shall be submitted on the forms and in the format contained in the solicitation. All proposals shall contain all descriptive literature, specifications, samples, etc. All proposals and copies are to be submitted in three-ring loose-leaf binders.

Proposals must be completed in ink, on a computer, or typewritten. No pencil submissions are allowed. Forms may be filled out by hand, but must be legible. Illegible or vague offers may be rejected.

Receipt of proposals: Proposals must be in the actual possession of Mohave on or prior to the exact time and date set for proposal opening.

Sealed envelope or package: Proposal shall be submitted to the proper location in a sealed and properly identified envelope or package, as specified on page 1 of this solicitation.

Signature(s) on proposals: The offer and contract award document must be submitted with an original ink signature by the person authorized to sign the offer. The person signing offer shall initial erasures, interlineations or other modifications in proposal. Failure to sign the offer and contract award document, or to make other notations as indicated, may result in rejection of proposal.

Wording in response: Offeror shall indicate "comply" or "deviate" for each specification where requested in proposal document. Details for any and all deviations shall be provided, as requested. Deviations may be accepted or rejected by Mohave, and Mohave's decision shall be final.

PRICING

Administration fee: Mohave's 1% administration fee shall be included in offeror's net price. Contractor shall not add the administration fee to approved contract prices.

Application of pricing: The date Mohave receives a member's purchase order will determine the contract pricing that is in effect for that order.

Basis for pricing: Contract pricing under this RFP must be based upon a coefficient to be applied to an approved master price book. Additionally, firm fixed pricing may be offered for professional services and/or maintenance services.

Coefficients: A coefficient will be applied to the UPB. The coefficient is the multiplier (i.e., .95) that is applied to all UPB prices to determine the member's purchase price.

Effect of price: The cost or price of offeror's goods or services will not cancel technical competence as identified in solicitation. Cost is an important factor. However, no contract shall be awarded solely on the basis of price.

General Terms and Conditions (con't)

PRICING (con't)

Meals and incidental expenses (M&IE), transportation and lodging: Contractor may charge for meals, transportation and lodging costs for out of area employees working in state under this contract. Such charges shall not exceed current rates authorized for Arizona state employees. Current rates, as used by contractors, may increase or decrease as updated by the Arizona Department of Administration. Lodging varies by time of year and location. Receipts may be required for reimbursement.

Most favored customer: Nothing in this solicitation is intended to establish a most favored customer relationship between Mohave and contractor. Contractor may respond to any solicitation without regard to this contract. If contractor offers lower prices to any of its other customers, it may lower its prices to Mohave at the same time by written notice.

Overcharges by antitrust violations: Mohave maintains that overcharges resulting from antitrust violations are borne by the purchaser. Therefore, to the extent permitted by law, contractor assigns to Mohave any and all claims for such overcharges as to the goods or services used to fulfill the contract.

Price reduction and adjustment: Price reduction may be offered at any time during contract and shall become effective upon notice of acceptance from Mohave. Special, time-limited reductions are permissible under the following conditions: 1) reduction is available to all members equally; 2) reduction is for a specific time period, normally not less than thirty (30) days; 3) original price is not exceeded after the time-limit; and 4) Mohave has approved the new prices prior to any offer of the prices to a member. Contractor shall offer Mohave any published price reduction during the contract period.

Special pricing offers: Special pricing offers (i.e., volume discounts) must apply to all Mohave orders of similar size and scope. Special pricing limited to a single member is not acceptable. Special academic pricing shall be available to all eligible members. Mohave must approve special pricing before it is offered to any member.

Unit price book: Offeror shall provide the name and date of the unit price book to which the coefficient will be applied. Submission of outdated unit price books may result in rejection of the proposal.

Unit price book copies: The successful contractor shall furnish Mohave with adequate copies of the approved unit price book to facilitate eligible procurement agencies in placing orders. These copies will be provided for both the procurement and accounting specialists, to be assigned to an awarded contract. Mohave will attempt to spread the costs for the unit price book copies between all contract vendors awarded a contract. However, it is possible that contract vendors will need to provide more than one copy of the approved unit price book.

PROTESTS

Protests shall be filed with the district representative Tom Peeler, the Executive Director of Mohave, and shall be resolved in accordance with ARS, Title 41, Chapter 23, Article 9 and State Board Rules R7-2-1001 through R7-2-1195. *A protest must be in writing and must be filed with the Executive Director of Mohave at 625 E. Beale Street, Kingman, Arizona, 86401.* A protest of a solicitation must be filed with the Executive Director before the solicitation due date and time. A protest of a proposed award or awards must be filed within ten (10) days after the protester knows or should have known the basis of the protest, whichever is earlier. A protest filed on the tenth day must be received by 5:00 pm, MST. A protest must include:

- The name, address and telephone number of the protester;
- The original signature of the protester or its representative;
- Identification of the solicitation by contract number;
- A detailed statement of the legal and factual grounds of protest including copies of any relevant documents; and
- The form of relief requested.

Should Mohave prevail in an appeal of a decision issued by the Executive Director, appellant waives any objection to the hearing officer awarding Mohave its reasonable attorneys fees and costs.

RIGHT TO ASSURANCE

Whenever one party to the contract has a good faith reason to question the other party's intent to perform, he may demand that the other party give written assurance of its intent to perform. If a demand is made and no written assurance is given within ten (10) days, the demanding party may treat this failure as an anticipatory repudiation of the contract.

General Terms and Conditions (con't)

SAFETY STANDARDS

Items supplied under the contract shall comply with applicable Occupational Safety & Health Standards of the Arizona Industrial Commission, National Electric Code, and National Fire Protection Association Standards.

SAMPLES

Sample evaluation: Samples will be compared to proposal specifications and evaluated as to materials used in construction, quality and workmanship, durability, adaptability to the use for which the items were intended, and overall appearance.

Sample requirements: Samples may be required prior to awarding a contract. Offeror shall provide adequate samples and detailed specifications for any item offered. Samples must be submitted within ten (10) days of request from Mohave.

Sample submittals: Samples shall be free of charge and submitted and removed by offeror at offeror's expense. Award samples may be held for comparison with deliveries. Mohave shall not be held responsible for samples damaged or destroyed in examination or testing. Samples not removed within thirty (30) days after notice to offeror will be considered abandoned, and Mohave shall have the right to dispose of them.

SHIPPING

Shipping terms/transfer of title: Shipments shall be F.O.B. destination. Title and risk of loss of material shall not pass to member until member receives the material at delivery point, unless otherwise provided in the contract. Title to an undivided share or quantity of an identified mass of fungible goods will not pass to member until a separation of purchased share has been made, delivered and received.

Shipment under reservation: Contractor is not authorized to ship materials under reservation and no tender of a bill of lading will operate as a tender of the materials.

Shipping charges: Prices that include shipping to any location in Arizona, delivered to the specific receiving point identified in the purchase order, are preferred. If shipping is charged, it shall be prepaid and the actual cost added to the invoice. Shipping charges as a percentage of purchase price may be offered, if offeror agrees that member will not be charged more than the actual invoiced amount for shipping. If contractor requires member to pay for shipping, weight of the empty container and any material used for packing shall be of the lightest weight practical for safe delivery of the contents.

Shipping errors/risk of transportation: Shipping errors will be at contractor's expense. If contractor ships a product that was not ordered, contractor shall pay for return shipment at the convenience of member. All risk of transportation and all related charges shall be contractor's responsibility. Contractor shall file all claims for visible or concealed damage. Mohave or member will notify contractor promptly of any damaged goods and shall assist contractor in arranging for inspection.

SITE REQUIREMENTS

Cleanup: Contractor shall clean up and remove all debris and rubbish resulting from his work as required or directed by member. Upon completion of the work, the premises shall be left in good repair and an orderly, neat, clean and unobstructed condition.

Contractor Employee Fingerprinting: If required to provide services on school district property at least five (5) times during a month, contractor shall submit a full set of fingerprints to the school district in accordance with A.R.S. § 15-512 of each person or employee who may provide such service. Alternately, the school district may fingerprint those persons or employees. An exception to this requirement may be made as authorized in Member's Governing Board policy.

The district shall conduct a fingerprint check in accordance with A.R.S. § 41-1750 and Public Law 92-544 of all contractors, subcontractors or vendors and their employees for which fingerprints are submitted to the district. Contractor, subcontractors or vendors and their employees shall not provide services on school district property until so authorized by the school district.

Additionally, contractor shall comply with applicable governing board fingerprinting policy(ies) at the school district where services are provided.

General Terms and Conditions (con't)

SITE REQUIREMENTS (con't)

Preparation: Contractor shall not begin a project for which member has not prepared the site, unless contractor does the preparation work at no cost, or until member includes the cost of site preparation in a purchase order. Site preparation includes, but is not limited to: moving furniture, installing wiring for networks or power, and similar pre-installation requirements.

Registered sex offender restrictions: For work to be performed at an Arizona school, contractor agrees that no employee or employee of a subcontractor who has been adjudicated to be a registered sex offender will perform work at any time when students are or are reasonably expected to be present. Contractor agrees that a violation of this condition shall be considered a material breach and may result in the cancellation of the purchase order at the member's discretion. Contractor must identify any additional costs associated with compliance of this term. Include such costs in Tab 6. If no costs are specified, compliance with this term will be provided at no additional charge.

Safety measures: Contractor shall take all reasonable precautions for the safety of employees on the worksite, and shall erect and properly maintain all necessary safeguards for protection of workers and the public. Contractor shall post warning signs against all hazards created by its operation and work in progress. Proper precautions shall be taken pursuant to state law and standard practices to protect workers, general public, and existing structures from injury or damage.

Smoking: Persons working under the contract shall adhere to local smoking policies. Smoking will only be permitted in posted areas or off premises.

Stored materials: Upon prior written agreement between the contractor and member, payment may be made for materials not incorporated in the work but delivered and suitably stored at the site or some other location, for installation at a later date. An inventory of the stored materials must be provided to member prior to payment. Such materials must be stored and protected in a secure location, and be insured for their full value by the contractor against loss and damage. Contractor agrees to provide proof of coverage and/or addition of member as an additional insured upon member's request. Additionally, if stored offsite, the materials must also be clearly identified as property of buying member and be separated from other materials. Member must be allowed reasonable opportunity to inspect and take inventory of stored materials, on or offsite, as necessary.

Until final acceptance by the member, it shall be the Contractor's responsibility to protect all materials and equipment. The Contractor warrants and guarantees that title for all Work, materials and equipment shall pass to the member upon final acceptance. Payment for stored materials shall not constitute final acceptance of such materials.

SPECIFICATIONS

Use of brand names: Brand names, trade names, model numbers, and/or catalog numbers are used to indicate the character, quality, and/or performance characteristics of the materials desired. Use of the name of a manufacturer, brand, make or catalog number does not restrict offeror from offering suitable alternates. However, Mohave reserves the right to decide whether alternatives to the identified manufacturer and brand are equal to the materials, equipment described in the solicitation. Mohave will be the sole judge on the question of equal quality, and Mohave's decision shall be final.

Compliance with specifications: The fact that a manufacturer, supplier or offeror chooses not to produce or supply equipment, supplies or services to meet the specifications will not be considered sufficient cause to adjudge the specifications as restrictive. Offerors shall offer equipment, supplies, and/or services they believe come closest to meeting specifications.

Deviations from specifications: Offeror shall provide an explanation for each deviation to the specifications. Failure to detail deviations may result in rejection of the proposal.

Purpose of specifications: Specifications are designed to enable offeror to satisfy a requirement for a product, material, process, or service. A specification may be expressed as a standard, part of a standard, or independent of a standard. No specification is intended to limit competition by eliminating items capable of satisfactorily meeting the requirements of the procurement. If offeror believes a specification is unnecessarily restrictive, offeror must indicate such in its proposal.

General Terms and Conditions (con't)

SUBCONTRACTORS

Awarding subcontracts: Offeror agrees that any subcontract competitively solicited by contractor will not be awarded solely upon membership or non-membership in a union or professional association.

Entering subcontracts: Contractor shall not enter into any subcontract subject to this solicitation without prior approval from Mohave. Any such subcontract shall incorporate by reference the terms and conditions of the Mohave contract.

Prime contractor: Contractor will be considered a prime contractor and not a subcontractor. Neither Mohave nor the member will establish a contractual relationship with subcontractors.

Subcontracts: No subcontracts shall be entered into with any unlicensed party. Contractor must use subcontractors openly, include such arrangements in the proposal, and certify upon request that such use complies with the rules of the Arizona Registrar of Contractors and the Procurement Code. No subcontracting costs may be hidden in a cost proposal to member.

Subcontractor payment: Contractor agrees to pay subcontractors in a timely manner, in no case more than 14 days after receipt of payment from Mohave member, as required in ARS §32-1129. If contractor receives any interest monies for delay of payment from member [A.C.C. R7-2-1115 I], contractor will pay subcontractor the correct proportion of interest paid. Complaints by subcontractor may be resolved as described in ARS §32-1129 (E). Failure to pay subcontractor for work faithfully performed and properly invoiced may result in the suspension or cancellation of this contract.

Use of subcontractors: Labor used throughout the work shall be of a standing or affiliation that will permit the work to be carried on harmoniously and without delay, and that will, in no case or under any circumstances, cause any disturbance, interference or delay to the progress of the project. Subcontractor and lower-tier subcontractors shall not employ in subcontract work anyone whose employment may be objected to by prime contractor or member. Should workers performing work covered by a subcontract engage in a strike or other work stoppage or cease to work due to picketing or a labor dispute of any kind, said circumstance shall be deemed a failure of subcontractor subject to the conditions and terms above.

SUSPENSION OR DEBARMENT STATUS

Offeror shall include a letter in its proposal notifying Mohave of any debarment, suspension or other lawful action taken by any federal, state or local government within the last five years that precludes offeror or its employees from participating in any public procurement activity. Such letter shall provide name and address of the public procurement unit, effective date, duration, and relevant circumstances of the suspension or debarment. Failure to supply such letter or not disclose all pertinent information shall result in cancellation of any contract.

TAXES

Federal excise tax: Most members are exempt from paying Federal Excise Tax.

Indian reservation or tribal tax: If goods or services are subject to Indian reservation or tribal tax, Contractor shall include such taxes as a separate item on the original invoice to the Member.

Payment of taxes: Member is responsible for payment for all taxes listed on the invoice. Contractor is responsible for collecting such taxes and shall forward all taxes to the proper revenue office.

Pre-tax prices: Prices shall not include applicable state and local taxes. All applicable taxes must be listed as a separate item on all invoices and will be paid by member issuing the purchase order.

Property taxes: Arizona public agencies do not pay state property taxes. (Arizona Constitution, Article 9, Section 2) Contractors who lease equipment that is subject to property taxes may not invoice Mohave or its Arizona public members for property taxes. Contractors who sell contracts to third parties shall inform the owner of a lease contract that no Arizona property taxes are allowed and will not be collected by Mohave.

Transaction Privilege Tax (Sales Tax): Most members are taxable. Transaction privilege taxes in Arizona include State, County and City taxes. The tax status of the ordering member determines if and when transaction privilege taxes are to be applied. Documentation for members who do not pay Transaction privilege tax is available upon request. Contractor is responsible for charging taxes correctly.

General Terms and Conditions (con't)

TAXES (con't)

Taxes on construction: Contractors for construction-related projects must follow the latest Arizona Administrative Code, Department of Revenue, transaction privilege tax procedure as described in R-15-5-602. Since the work is performed for and payments will be received from Mohave's members, the contractor is considered a prime contractor by R-15-602 (C, 1, a). Transaction privilege taxes on contracting shall be separately stated on invoices.

Taxes on shipping: Transaction privilege tax may not be collected on delivery charges to the member's location if separately stated on the invoice (Arizona Administrative Code, R15-5-133A).

TERM OF CONTRACT AND EXTENSION

Contract period: It is Mohave's intent to award a multi-term contract for the specified materials, equipment and services. The initial contract term shall be for one (1) calendar year from the date of contract award. By mutual written agreement between Mohave and contractor, the contract may be extended for up to four consecutive additional 12-month periods, beginning immediately after expiration of the prior term. However, no contract extension exists unless and until contractor is so notified by Mohave.

Month-to-month extensions: Mohave reserves the right to offer month-to-month extensions if that is determined to be in the best interests of members.

Renewal of contract: Conditions for renewal of the contract shall include, but are not limited to: contract usage, satisfactory performance of services during the preceding contract term, ability to continue to provide satisfactory services, continued adherence to the contract requirements, and continued competitive prices for the materials and services provided under the contract.

WARRANTY/QUALITY GUARANTEE

Fitness: Contractor warrants that any equipment or material supplied to Mohave or its members shall fully conform to all requirements of the contract and all representations of contractor, and shall be fit for all purposes and uses required by the contract.

Inspection: The warranties set forth in this section shall not be affected by inspection or testing of, or payment for the equipment or materials to Mohave by its member.

Quality: Unless otherwise modified elsewhere in this solicitation, contractor warrants that for one (1) year after acceptance of the equipment or materials by member, they shall be:

1. Of a quality to pass without objection in the industry or trade normally associated with them;
2. Fit for the intended purpose(s) for which they are used;
3. Of even kind, quantity and quality within each unit and among all units, within the variations permitted by the contract;
4. Adequately contained, packaged and marked as the contract may require; and
5. Conform to the written promises or affirmations of fact made by contractor.

Warranty requirements: Contractor warrants that all equipment, materials, and service delivered under this contract shall conform to the specifications. All equipment should carry a minimum 12-month manufacturer's warranty that includes parts and labor. Contractor agrees to help member reach resolution in a dispute with the manufacturer over warranty terms. Any extended manufacturer's warranty will be passed on to member without exception. Mohave reserves the right to cancel the contract if contractor charges member for a replacement part it received at no cost under a warranty.

Standard Terms and Conditions for Construction

BID SECURITY

Amount of bid security: All offerors for a contract under this RFP must include acceptable bid security in the amount of \$33,689 with the submission of their offer.

Bid security requirement: School procurement rules require that all competitive sealed procurement for construction have bid security, if the amount of the construction contract will exceed the amount established by ARS §15-213(A). Bid security as a percentage of the bid amount is unacceptable, as this is a term contract with no specific bid amount. Bid security must be in the amount stated above in "Amount of bid security."

Form of bid security: Acceptable bid security for this RFP will be a certified or cashier's check, or an annual or one time bid bond underwritten by a surety company licensed to issue bid bonds in Arizona [R7-2-1111 (B, C)]. Bid security may be provided using a form similar to the Arizona Department of Administration State Purchasing Office (SPO) Form 301A with the principal being the prime contractor and Mohave Educational Services Cooperative, Inc. being the Agency of Record. (See last pages of this RFP for forms.)

CHANGE ORDERS

Adherence to specifications and drawings: The contractor shall follow the requirements of all specifications and drawings as closely as actual construction and work of contractors shall permit. Should existing conditions or limitations require a major change or rearrangement, the change shall be allowed only upon issuance of a written change order.

Change order requirement: Member and contractor shall establish a procedure for identifying and approving changes to the work. Said procedure shall include provisions for field change orders. Member shall notify Mohave of any change that revises the cost of the project. Mohave shall notify contractor of approval of the change prior to contractor starting the revised work.

Contractor agrees to follow all applicable rules and regulations for any change orders, including R7-2-1008.

Change orders shall be properly documented in writing. Minor changes mutually agreed between the member and the prime contractor that do not involve compensation may be made without informing Mohave, unless such change significantly modifies the scope and needs to be documented.

Costs for changes associated with improper checking or coordination: The cost of any change in construction due to improper checking of site and/or other conditions, or coordination by contractor, shall be borne by the contractor, and the contractor shall not be entitled to reimbursement for such costs.

CONSTRUCTION CONTRACTS

Buyer delays: As required by ARS §15-213 (D), the prime contractor will negotiate with Mohave member for the recovery of damages related to expenses incurred by the contractor for a delay for which the Mohave member is responsible, which is unreasonable under the circumstances and which were not within the contemplation of the parties to the contract between the two parties. Any such negotiations will not void any provisions between the parties that require notice of delays, provides for arbitration or other procedure for settlement or provides for liquidated damages.

Compensation: Compensation for received goods, terms of progress payments, and a schedule of payments should be described in the contract. The agreement must state that Mohave will not be responsible for any late fees due the prime contractor by the Mohave member.

Cancellation by Mohave: Mohave reserves the right to cancel a contract resulting from this RFP if the original contract holder is sold and ownership is transferred to a new party. If Mohave cancels the contract, the cancellation clause will be exercised, as required. The fact that a current owner has an existing contract should not be a factor in the sale of the company.

Standard Terms and Conditions for Construction (con't)

CONSTRUCTION CONTRACTS (con't)

Construction contract requirement: In any contract between the prime contractor and a Mohave member based on this contract, the terms and conditions of this contract will prevail. In any contract between the Mohave member and the prime contractor, the scope of work will include all specifications, drawings, and other official documents. All applicable codes around which the contract is made will be included as will any technical specifications and general conditions. The prime contractor will acquire and pay for all permits and approvals from local, county, and state offices needed to accomplish the work. The actual cost of permits and approvals may be invoiced to the buyer only if included in the original quotation and scope of work.

Form of construction contracts: A contract between member and contractor for construction shall be an industry standard agreement. The parties may agree to use the American Institute of Architects (AIA) General Conditions of Contract for Construction Form A201 as a guide.

Member representative: All formal contact between the contractor and/or contractor's personnel and the Mohave member shall be processed through the member representative. The buying Mohave member shall designate the member representative at the time of purchase.

Terms of acceptance: Terms for acceptance by the owner and title to work must be clearly agreed upon and described in the contract. If any part of the construction requires the owner to assume control before the completion, this needs to be defined. Both parties must agree on the definition of what constitutes final acceptance before payment of any retained compensation. Upon completion of the project, the worksite shall be left in a condition equal to or better than before the project.

Void provisions: A provision, covenant, clause or understanding in, collateral to or affecting a construction contract that makes the contract subject to the laws of another state or that requires any litigation, arbitration or other dispute resolution proceeding arising from the contract to be conducted in another state is against public policy of the State of Arizona and is void and unenforceable. (ARS § 15-213 & 34-227)

Work performed by the buying member: Work to be performed by the Mohave member must be clearly described and agreed to by the buyer prior to project start up.

CONSTRUCTION SCHEDULE

Schedule adjustment: The Mohave Member retains the right to extend the schedule of work or to suspend the work and to direct the prime contractor to resume work when appropriate. The agreement must describe an equitable adjustment for added costs caused by any suspension. Any increases will be invoiced, as allowed in the agreement.

Schedule requirement: The schedule for performance of work that can be met without planned overtime is the responsibility of the prime contractor.

Work crew size: The cost for each project shall include all costs of all necessary trained personnel to complete the project on or before the completion date(s) set forth in the contract. The buyer shall not incur additional expense for upsized crews, nor overtime costs, which might be necessary for the contractor to complete the project on schedule.

COORDINATION

Conflict with member activities: The contractor and member shall coordinate activities so as to avoid conflicts. The contractor will make every reasonable effort not to interrupt scheduled member activities with work under the contract. The contractor will notify the member of any construction work that may negatively impact scheduled member activities due to noise, etc.

Coordination with other contractors: The contractor shall coordinate with other contractors and vendors so that work may be properly coordinated.

Interruption of other work: The contractor shall employ such methods or means as will not cause any interruption of, or interference with, work of any other contractor on the project site.

Standard Terms and Conditions for Construction (con't)

DELIVERY OF CONSTRUCTION MATERIALS:

Condition of materials on delivery: The prime contractor will deliver materials to the worksite in new, dry, unopened, and well-marked containers showing product and prime contractor's name. Damaged or unlabeled materials will not be accepted.

Delivery requirement: The prime contractor will deliver materials in sufficient quantity to allow for continuity of work. Delivery will be coordinated with the member's contact person.

Precautions: The contractor shall take all necessary precautions to protect its materials from damage, theft and misuse. The member shall have no responsibility for such precautions or protection.

Rejected and damaged material: Damaged or rejected materials shall be immediately removed from the work area.

INSURANCE

Course of Construction Insurance: Upon request from member, contractor shall purchase and maintain course of construction insurance equal to the estimated replacement cost of the property after completion of the entire work at the site as called for in the purchase order. The insurance form will be an "all risk" type policy with standard exclusions. Coverage will include temporary structures, scaffolding and office trailers at the site, as well as materials and equipment at the site destined to become a permanent part of the property.

Deductibles: Contractor shall pay the deductibles required by the insurance provided under this agreement.

Indemnification: During the life of the contract, contractor agrees to save and hold harmless Mohave and/or its members from any and all liability for loss or damage to persons or property arising out of the work required by the contract. Contractor further agrees to waive any right of recovery against Mohave and/or its members for damage to the property of contractor, whether caused by negligence on the part of Mohave and/or its members or otherwise. This provision includes specifically the waiver of right of recovery against Mohave and/or its members for fire damage to property under contract and not yet formally accepted by member even though said property at the time of loss may be occupied, in whole or in part, by member.

Proof of Insurance: Evidence of the required insurance shall be provided by means of a certificate of insurance naming Mohave as the certificate holder. In addition, contractor must be willing to provide, upon request, identical certification of insurance to any member using this contract. Upon request, contractor shall provide Mohave and/or member with a certificate of insurance naming Mohave and/or the buying member as an additional insured. All insurance policies shall include a clause to the effect that the policy shall not be cancelled or reduced, restricted or limited until thirty days after the Owner has received written notice, evidenced by a return receipt of a registered or certified letter, of the proposed action.

Scope of Insurance: Contractor's insurance shall provide adequate protection for contractor and contractor's subcontractors, respectively, against damage claims which may arise from operations under this contract, whether such operations be by the insured or by anyone directly or indirectly employed by the insured. All insurance must be written by companies incorporated within the United States (exclusive of Territories or Possessions) or Great Britain, and licensed or authorized to do business in Arizona.

LABOR PRACTICES

Labor practices: The prime contractor must agree to treat its labor in keeping with its labor contract agreement and to the best interest of the Mohave member. Any overtime practices or retroactive agreements with labor unions that would be to the detriment of the Mohave member must be limited to only those approved by the Mohave member.

Labor requirements: The method and manner of performance must be stated: employees of the prime contractor are not employees of the Mohave member; the level of competency of the personnel will be subject to approval by the Mohave member; the prime contractor must agree to comply with all local, state and federal laws; adjoining property owners must not be annoyed by noise, pollutants, material hauling operations; procedures for dealing with fire, theft, and storm damage must be established; methods the prime contractor will use to guarantee safe job practices relating to the health and welfare of the member employees and company employees will be clearly stated.

Quality control: The member shall have the right to require the contractor to remove from the project any employee or representative of the contractor, its subcontractors or suppliers that the buyer may deem incompetent, careless, insubordinate, or otherwise unacceptable.

Standard Terms and Conditions for Construction (con't)

LABOR PRACTICES (con't)

Quality of work: All work under the contract shall be accomplished by experienced craftsmen, helpers and laborers under the supervision of the foremen or supervisor.

Supervision: The contractor shall furnish the services of an experienced foreman or supervisor who will continually be in charge of work on the project. The foreman or supervisor shall provide continuous supervision, coordination and inspection of the work required under the contract.

LIQUIDATED DAMAGES

Any agreements on liquidated damages and early completion incentives will be between the member and the contractor and must be agreed upon in writing prior to start up. If the Mohave member declines a liquidate damages or early incentive agreement, the contractor will obtain a written and signed statement to this effect. Mohave will not be a party to liquidated damages or early completion incentive agreements.

MEMBER COSTS

Temporary electrical service and the cost for power, the costs for water, and other Member costs will be identified in writing and agreed upon.

PERFORMANCE AND PAYMENT BONDS

Form of performance and payment bonds: Performance bonds between the member and the prime contractor shall be on forms similar to SPO Form 302. Payment bonds between the member and the prime contractor shall be on forms similar to SPO Form 303.

Issuing performance and payment bonds: Upon execution of a contract between a Mohave member and the prime contractor, performance and payment bonds shall be provided to the member as required in R7-2-1112 (A, B, C, D). The prime contractor agrees to notify the Mohave member in writing of this requirement before accepting any work orders.

If the prime contractor fails to deliver any required performance or payment bond, the contract with Mohave may be canceled. The contractor will supply Mohave with a copy of the bonds for our records, upon request.

Payment bond requirement: An irrevocable payment bond in an amount equal to 100% of the price specified in the contract between the member and the prime contractor shall be executed by a surety company authorized to do business in Arizona. This bond will protect all persons supplying labor and material to the prime contractor for the performance of the work provided in the contract. Such bonds are taxable at the contractor's tax rate.

Performance bond requirement: An irrevocable performance bond in an amount equal to 100% of the price specified in the contract between the member and the prime contractor shall be executed by a surety company authorized to do business in Arizona.

PROGRESS PAYMENTS

Progress Payments on Construction: R7-2-1115 allows for progress payments to the contractor of construction if the contractor agrees to adhere to ARS §41-2577 (B) (D) (F). All progress payments must be invoiced to the Member; it is the responsibility of the Mohave Member to review and approve any estimates of work completed. If the Mohave Member issues a written statement to the offeror that the estimate of work is not approved and certified, the Member may withhold an amount from the progress payment the Member reasonably expects to incur in correcting the deficiency set forth in the written finding, as permitted in R7-2-1115 (A). In such cases, the offeror agrees to hold Mohave harmless for any deficiency of payment.

Progress payments may be made to the prime contractor on the basis of a duly certified and approved estimate of work performed during the preceding month. The prime contractor must agree to pay any subcontractors or material suppliers within seven days of their receipt of the progress payment, unless otherwise agreed on in writing between the parties.

Standard Terms and Conditions for Construction (con't)

PROGRESS PAYMENTS (con't)

Schedule of payments: Once all bonds are in place, the prime contractor and the Member will agree upon a schedule of payments based on identifiable milestones.

If any payment is delayed beyond 30 days from the due date, the offeror agrees not to charge Mohave interest on the late payment. Any late charges will be the total responsibility of the Mohave member. The offeror may extend any due date to avoid the requirement to pay interest in R7-2-1115 I.

Acceptance of final payment is a waiver of all claims except unsettled claims previously made in writing.

Subcontractor notification: A subcontractor to the prime contractor may request, in writing, that the subcontractor be notified by Mohave member within five (5) days from payment of each progress payment made to the prime contractor [R7-2-1115 (B)]. It is the responsibility of the prime contractor to inform all suppliers and subcontractors that this contract is a cooperative purchasing contract and that payments must be made by the member before Mohave member can issue progress payments. The prime contractor must provide Mohave member with a contact name, title, company name, mailing address and fax number for all subcontractors and suppliers that are covered by a payment bond.

PROJECT ADVERTISING

The prime contractor must agree that the Mohave member reserves the right to release information about the project and that any advertising of the project by the prime contractor must be approved by an authorized official of the member.

PROJECT COMPLETION

Project documents: Upon completion of the work, the contractor shall present the member with all documents necessary to closeout the project. Maintenance manuals, drawings, warranties on installed equipment, etc., shall be given to the member.

Unfinished work: Even if final payments are made, if the member discovers an unfinished job that should have been completed, the contractor will complete the work in a timely fashion at no additional cost.

PUBLIC WORKS

Preservation: The contractor shall be responsible for the preservation of all public and private property included on or adjacent to the worksite. This requirement shall apply to the surface and hidden features of the property.

Receipt of public funds: Contractors and subcontractors will meet the requirements of ARS §34, Article 3, for eligibility to receive public funds.

Residency requirement: ARS § 34-302 says that only persons who have been for not less than one year a bona fide resident of Arizona shall be employed in the performance in any public work. A public works contract is defined in ARS § 34-321 as "a contract to which the state or a political subdivision is a party involving the employment of laborers, workmen or mechanics in the construction, alteration or repair of public buildings or improvements." It shall be the responsibility of the contractor to comply with these laws, when applicable.

Restoration: The contractor shall repair, rebuild or otherwise acceptably restore any property on or adjacent to the worksite that was damaged during the course of work on the project. Such restoration shall be at the contractor's expense, and is not subject to reimbursement by the buyer.

Standard Terms and Conditions for Construction (con't)

PUBLIC WORKS (con't)

Rules, regulations and codes: Construction work on public buildings shall be in compliance with the state fire code unless a fire code has been adopted by the city, town, county or fire district in which the building is located. Public buildings shall be constructed in compliance with applicable building, plumbing, electrical, fire prevention and mechanical codes adopted by the city, town, county or fire district in which the building is located. If a public building is built in an area that has not adopted local codes, the building shall be designed or constructed according to the state fire code adopted by the state fire marshal and the building, plumbing, electrical, fire prevention and mechanical codes that apply in the largest city in the county in which the building is located. Public buildings are subject to those codes that apply and are in effect when the building is designed or constructed and to the currently adopted codes when a building is found to be structurally unsafe, without adequate egress, or a fire hazard or are otherwise dangerous to human life. "Public building" means a building or appurtenance to a building that is built in whole or in part with public monies. (see ARS § 34-461)

RETENTION

Fifty percent completion adjustments: When fifty (50) percent of the work is completed, one half of the amount retained shall be paid to the prime contractor if the prime contractor requests payment and if the member is satisfied with the progress of the work.

After the work is fifty (50) percent completed, no more than five percent of the amount of any subsequent progress payments shall be retained, unless the governing board of the member determines satisfactory progress is not being made, at which point ten percent retention shall be reinstated.

Retention requirement: Ten (10) percent of all contract payments shall be retained by the Member as insurance of proper performance of the prime contractor. Prime contractor agrees to identify the amount to be retained on invoices to Member for each progress payment

Substitute security: If the member and the prime contractor agree to a substitute security, the agreement must be in full compliance with R7-2-1114 (B, C, D, E). If a substitute security is agreed to, the prime contractor must provide Mohave and the member with a signed and acknowledged waiver of any right or power of the obligor to set off any claim against Mohave, the member, or the prime contractor in relationship to the security assigned.

RULES, REGULATIONS AND CODES

Compliance: All work will be accomplished in conformance to OSHA safety requirements, and any additional federal, state, or local fire or safety requirement. When specifications or scope of work will result in a violation of a code or result in an unsafe condition, the contractor must inform the buyer of the situation. The contractor will not construct any device or produce any condition that intentionally violates a fire or safety code or safety standard.

Hazard notification: Contractor must advise Mohave member contact person whenever work is expected to be hazardous to school children, district employees and/or operators.

SUITS FOR NONPAYMENT OR NONPERFORMANCE

All suits for nonpayment or nonperformance shall be filed as allowed in R7-2-1112 (D).

SURETY COMPANIES

Surety company requirements: Surety companies issuing bid bonds, performance bonds and/or payment bonds under this contract must be licensed by the Arizona Department of Insurance. Evidence of such license will be the name of the surety company on the monthly surety listing printed by the Corporate and Financial Affairs Division of the Arizona Department of Insurance, 2910 North 44th Street, Suite 210, Phoenix, AZ 85018-7256, (800) 544-9208.

Standard Terms and Conditions for Construction (con't)

WARRANTY/MAINTENANCE CONTRACTS

Extended warranties/service contracts: The prime contractor or a manufacturer may offer extended warranties available at extra cost for Mohave members that agree to a maintenance contract. The maintenance contract must be offered as a separate line item. Upon request, training must be offered by the prime contractor for the maintenance staff of the buyer and will be arranged before installation as part of the purchase contract. This training will be priced per contract pricing.

Warranty work: The contractor will perform all warranty work and remain available to the member should continued service be required after warranty obligations are met.

WORKSITE

Site access: The Member must provide an all-weather road to the site and prepare the site with room for construction equipment.

Site conditions: The condition of the site before start up will be agreed upon between the buyer and the prime contractor and will be written into the contract.

Stored Materials: Upon prior written agreement between the contractor and member, payment may be made for materials not incorporated in the work but delivered and suitably stored at the site or some other location, for installation at a later date. An inventory of the stored materials must be provided to member prior to payment. Such materials must be stored and protected in a secure location, and be insured for their full value by the contractor against loss and damage. Contractor agrees to provide proof of coverage and/or addition of member as an additional insured upon member's request. Additionally, if stored offsite, the materials must also be clearly identified as property of buying member and be separated from other materials. Member must be allowed reasonable opportunity to inspect and take inventory of stored materials, on or offsite, as necessary.

Until final acceptance by the member, it shall be the Contractor's responsibility to protect all materials and equipment. The Contractor warrants and guarantees that title for all Work, materials and equipment shall pass to the member upon final acceptance. Payment for stored materials shall not constitute final acceptance of such materials.

General Terms & Conditions Acceptance Form

Place after Tab 3

Signature on page two certifies complete acceptance of the General Terms and Conditions in this solicitation, except as noted below (additional pages may be attached, if necessary).

Check one of the following responses to the General Terms and Conditions:



We take no exceptions to the general terms and conditions

(Note: If none are listed below, it is understood that no exceptions are taken.)



We take the following exceptions to the general terms and conditions (Provide details on your exceptions below):

(Note: Unacceptable exceptions may remove your proposal for consideration of award.)

Job Order Contracting For Various Construction Trades (con't)

Place after Tab 5

Special Terms and Conditions and Scope of Work and Specifications Acceptance Form

Signature on page two certifies complete acceptance of the Special Terms and Conditions and Scope of Work and Specifications in this solicitation, except as noted below (additional pages may be attached, if necessary).

Check one of the following responses to the Special Terms and Conditions and Scope of Work and Specifications:

- ☒ We take no exceptions to the special terms and conditions and scope of work and specifications
(Note: If none are listed below, it is understood that no exceptions are taken.)

- ☐ We take the following exceptions to the special terms and conditions and scope of work and specifications conditions (Provide details on your exceptions below):
(Note: Unacceptable exceptions may remove your proposal for consideration of award.)

Job Order Contracting For Various Construction Trades

Place after Tab 5

Mohave desires to contract with a responsible firm or firms to provide Job Order Contracting (JOC) construction services to its members. The work will include minor construction, repair, rehabilitation, and alteration services for a wide variety of educational, other government and not for profit agencies.

Under JOC, a master contract is established with standard specifications and pricing based upon a coefficient that is applied to a Unit Price Book (UPB). When a specific project, or job order, is issued, the member and the contractor agree on the scope and the cost is determined by applying the coefficient to the appropriate units in the UPB.

Because any work under this contract will be on a job order basis, exact project specifications are not available. General specifications are included in the solicitation and form the basis for any work to be performed. The specifications are intended to indicate the requirements of Mohave's members, which will include any generally accepted practice in the construction industry.

Mohave has current contracts for related work (i.e., roofing, painting, paving, plumbing, HVAC, etc.). Any contract(s) awarded under this RFP are in addition to, but will not replace those contracts. The Mohave member shall retain the right to determine which contracts are in their best interests.

The scope of work and minimum specifications define the quality and characteristics of the desired materials and application. Specifications are not intended to be exclusive or restrictive. Offerors may offer alternate solutions, which meet the quality and performance characteristics in the specifications. Mohave shall review such offers and be the final judge on the acceptance of any alternate solutions.

Two vendors hold Mohave's current contracts for the specified products and services. Activity under the contracts for FY2008 was \$23,240,677, and year to date activity for FY2009 is \$9,819,911. Mohave anticipates that annual contract volume from this solicitation will equal or exceed the FY2009 amount. This information is provided as an aid to vendors in preparing proposals only. It is not to be considered a guarantee of volume under an awarded contract. The successful offeror(s)' discount and pricing schedule shall apply regardless of the volume of business under the contract.

1.0 Special Terms and Conditions

The following special terms and conditions are in addition to the applicable General Terms and Conditions that appear on pages 5-28. Please review them and complete the Special Terms and Conditions and Scope of Work and Specifications Acceptance Form (page 43). Place page 43 after Tab 5.

- 1.1 After receipt and opening of preliminary technical proposals, Mohave reserves the right to conduct interviews with those offerors who submit technical proposals reasonably susceptible of being selected for award. Following interviews, offerors with acceptable preliminary technical proposals may be requested to submit final technical proposals by means of a best and final offer.
- 1.2 ***Each offeror shall submit separately a technical and a price proposal.*** When applying the scoring method, the committee will separately evaluate the technical and price proposals. The technical proposal will be evaluated and scored before opening the price proposal. To be considered responsive, the offeror's entire proposal must reasonably and substantially conform to all the terms and conditions in the solicitation.
- 1.3 Each firm may only respond to the division or divisions authorized by Mohave.
- 1.4 Mohave reserves the right to award contracts by division (i.e., Division 2-Existing Conditions, Division 26-Electrical, etc.), by general contract (a master contractor to coordinate the work of all Divisions) or both. Mohave will choose the award it determines to be in the members' best interests, and Mohave's decision shall be final.
- 1.5 Contractor is not required to be licensed to perform construction if the firm performing the construction is so licensed. Contractor shall ensure that all firms are properly licensed for performing work under the contract.
- 1.6 This RFP is issued in accordance with ARS §41-2578.

Job Order Contracting For Various Construction Trades

1.0 Special Terms and Conditions (con't)

- 1.7 Prices under the contract will be based upon the UPB. The UPB is the current edition of RS MEANS Facilities Construction Cost Data, supplemented by the current editions of Building Construction Cost Data, Repair and Remodeling Cost Data, Electrical Cost Data, Mechanical Cost Data, Heavy Construction Cost Data, Plumbing Cost Data, Interior Cost Data, Site Work & Landscape Cost Data, and Concrete & Masonry Cost Data. Mohave will coordinate quarterly updates with any awarded contract vendors.
- 1.8 A coefficient will be applied to the unit prices in the (UPB). The coefficient is the multiplier (i.e., .95) that is applied to all UPB prices to determine member's purchase price. The coefficient must contain all costs other than those contained in the UPB including, but not limited to the direct cost of doing the work, overhead and profit.
- 1.9 The performance bond and payment bond for each job order shall cover the full amount of construction under the job order, and shall not include coverage of any amounts for design services, preconstruction services, finance services, maintenance services, operations services or other related services included in the job order. (The contract shall be available for use by any or all Mohave members. There is not an estimate of the amount of construction that will be done under the contract by individual members. Therefore, the amount of performance and payment bonds must be based upon the amount of each job order.)
- 1.10 Member may waive performance or payment bonds on projects that cost less than the competitive bidding threshold in effect at the time of a job order (currently \$33,689 for schools); or less than an amount determined by a non-school member. When bonds are not used, the contractor will be paid upon the completion of the project.
- 1.11 All equipment, tools and machines used in the performance of this work will be maintained in satisfactory working condition at all times.
- 1.12 If the contractor subcontracts or intends to subcontract part or all of the work under a job order:
The contractor has a duty to deliver promptly to each subcontractor invited to bid a coefficient to the contractor to do all or part of the work under one or more job orders.
A copy of the descriptions of all standard individual tasks on which subcontractor is invited to bid and a copy of standard unit prices for individual tasks on which subcontractor is invited to bid.
- 1.13 If not previously delivered to subcontractor, the contractor has a duty to promptly deliver the following to each subcontractor invited to or that has agreed to do any of the work included in any job order:
A copy of the description of each standard individual task that is included in the job order and subcontractor is invited to perform.
The number of units of each standard individual task that is included in the job order and subcontractor is invited to perform.
The standard unit price for each standard individual task that is included in the job order and subcontractor is invited to perform.
- 1.14 The contractor, in consultation with member, will develop a schedule that clearly indicates construction milestones, time periods and deadlines. The contractor must be willing to coordinate its activities with those of other trades working on the same project.
- 1.15 The contractor shall carefully examine all required elements of a project to be performed under this contract before submitting a quote or proposal.
- 1.16 The contractor shall promptly notify member if he finds any discrepancies in, or omissions from, any plans, drawings, specifications, and/or any other document for any project. Member will issue written instructions upon such notification. Member shall not be responsible for oral instructions or information.
- 1.17 All materials and articles of any kind are subject to prior approval by member.

Job Order Contracting For Various Construction Trades

1.0 Special Terms and Conditions (con't)

- 1.18 The standard of quality and performance indicated in the specifications and scope of work shall be understood as the minimum requirements only. Unless otherwise indicated in the specifications or drawings, all work shall be done in accordance with the specifications and recommendations of the manufacturer of the product to be installed.
- 1.19 Mohave's membership is diverse. The contractor shall ensure all work is performed in compliance with all rules, regulations, ordinances, laws, and statutes applicable to the member for whom the work is performed.
- 1.20 In addition to any other warranties in this contract, the contractor shall warrant that work performed under this contract conforms to the contract requirements and is free of any defect in equipment, material, or design furnished, or workmanship performed by the contractor or any subcontractor or supplier.
- 1.21 Warranty shall continue for a period of one (1) year from date of final acceptance of the work. If member takes possession of any part of the work before final acceptance, this warranty shall continue for a period of one (1) year from the date member takes possession.
- 1.22 The contractor shall remedy at contractor's expense any failure to conform or any defect. In addition, the contractor shall remedy at contractor's expense any damage to member-owned or controlled real or personal property, when that damage is the result of contractor's failure to conform to contract requirements or any defect in equipment, material, workmanship, or design furnished. The contractor's warranty with respect to work repaired or replaced will run for one (1) year from the date of repair or replacement.
- 1.23 If the contractor fails to remedy any failure, defect, or damage within a reasonable time after receipt of notice, member shall have the right to replace, repair, or otherwise remedy the failure, defect, or damage at contractor's expense.
- 1.24 No specific job order under this contract shall exceed \$1,000,000, or the amount set by applicable law at the time of the job order. (Cities and Counties are allowed to change that amount to a higher threshold.) A definition of job order is not found in the law. For this contract, a job order is defined as, "A project that is constructed at a single location, at a common location or for a common purpose."
- 1.25 Retention shall not be allowed for any progress payments made under this contract.
- 1.26 The successful contractor shall furnish Mohave with adequate copies of the approved unit price book to facilitate eligible procurement agencies in placing orders. These copies will be provided for both the procurement and accounting specialists, to be assigned to an awarded contract. Mohave will attempt to spread the costs for the unit price book copies between all contract vendors awarded a contract. However, it is possible that contract vendors will need to provide more than one copy of the approved unit price book.

2.0 Scope of work and specifications

Offerors will respond to each numbered item by checking the appropriate "Comply" or "Deviate" box. "No Bid" items shall be marked as such in the appropriate "Deviate" box. Details for deviations will be listed by item number on the Special Terms and Conditions and Scope of Work and Specifications Acceptance Form. (page 43) Place pages 30-37 after Tab 5.

Requirement		Comply	Deviate*
2.1 General			
2.1.01	Contractor and/or subcontractor performing the work shall be properly licensed to perform that work.	X	

***Deviations must be listed on the Special Terms & Conditions and Scope of Work and Specifications Acceptance Form (page 43). List the specification number for each deviation.**

Job Order Contracting For Various Construction Trades

2.0 Scope of work and specifications (con't)

Requirement		Comply	Deviate*
2.1	General (con't)		
2.1.02	Contractor shall provide all labor, materials, equipment, and services required to complete each project according to the schedule developed with member. All required bonds will be provided to member prior to starting the work.	X	
2.1.03	All work shall be accomplished in accordance with the material and/or equipment manufacturer's instructions. Prior to performing any work, contractor shall make himself and his personnel aware of such instructions.	X	
2.1.04	If contractor prepares drawings, member shall approve them prior to starting any work.	X	
2.1.05	Contractor shall supervise all work, use qualified personnel and require personnel to be familiar with safety procedures, equipment operation, and manufacturer's installation requirements.	X	
2.1.06	Contractor's work responsibility shall include all contractor planning, programming, administration and management necessary to provide all construction and related services as specified. Contractor shall perform the work in strict accordance with the contract and all applicable federal, state and local laws, regulations, codes, or directives.	X	
2.1.07	Contractor shall ensure all work meets, or exceeds, critical reliability rates or tolerances specified or included in applicable documents.	X	
2.1.08	Contractor shall provide related services such as preparing and submitting required reports, performing administrative work, and submitting necessary information as specified under this contract and within individual job orders.	X	
2.1.09	Member shall make all reasonably required amounts of utilities available to contractor from existing outlets and supplies, at no additional cost to contractor.	X	
2.1.10	Where existing utilities are not available at the project site, contractor, at its expense and in a workmanlike manner, shall install and maintain all necessary temporary connections and distribution lines. Before final acceptance of the work by member, contractor shall remove all temporary connections, distribution lines, meters, etc.	X	
2.1.11	Contractor shall conduct a pre-final inspection prior to requesting a final inspection with the member. Any discrepancies shall be corrected prior to final inspection.	X	
2.1.12	A request for final inspection shall normally be requested one day before the desired date or as otherwise negotiated with member. Member, or designee will perform final inspection with contractor. Any discrepancies will be noted and corrected within the time specified by member prior to payment.	X	
2.1.13	Prior to performance of final inspection, contractor shall submit and have member approve all submittals, as-built drawings and manuals.	X	

*Deviations must be listed on the Special Terms & Conditions and Scope of Work and Specifications Acceptance Form (page 43). List the specification number for each deviation.

Job Order Contracting For Various Construction Trades

2.0 Scope of work and specifications (con't)

Requirement		Comply	Deviate*
2.1	General (con't)		
2.1.14	During progress of the job, contractor shall keep a careful record at jobsite of all changes and corrections from the layouts shown in the drawings. Contractor shall promptly enter all such changes and corrections on contract or record drawings. Each sheet of the corrected set shall be stamped with "RECORD DRAWINGS AS-BUILT," or a similar notation.	X	
2.1.15	In addition to all changes and corrections, record drawings shall include the actual location of all sub-surface utility lines.	X	
2.1.16	Contractor shall provide reproducible, professional drafting quality drawings with final record drawings when member furnishes reproducible design drawings or contractor develops detailed working drawings. The drawings shall be provided in accordance with industry standards.	X	
2.1.17	Contractor's personnel may be permitted to use toilet facilities on the premises subject to approval from member. In the event none are available, contractor shall, at his expense, provide portable facilities, as required.	X	
2.1.18	The area where work is to be performed may be occupied by member during construction period. Contractor shall have access to that portion of the area within which work is to be performed. Movement of contractor personnel, equipment, materials, and tools shall be confined to that area so as not to interfere with ongoing operations in the work area.	X	
2.1.19	Contractor shall not build upon or conceal defective work or materials.	X	
2.1.20	Materials classified by member as salvageable shall remain property of member and shall be delivered as designated by member.	X	
2.1.21	Materials not classified as salvageable or repairable by member shall be disposed of in accordance with applicable federal, state and local rules, regulations, statutes, and ordinances.	X	
2.1.22	Contractor shall immediately notify member if asbestos is identified in the work area. Member will provide further instructions to contractor.	X	
2.1.23	Prior to final acceptance and payment, contractor shall submit manufacturers' original operation and maintenance manuals to member for all applicable equipment and materials. Contractor shall conduct a training session to brief member personnel on operation and maintenance procedures of such equipment and materials.	X	
2.1.24	Contractor shall ensure all work areas that may pose a hazard to building occupants are adequately identified and secured at all times.	X	
2.1.25	Equipment and materials must be produced by manufacturers and fabricators regularly engaged in manufacture of similar items and with a history of successful production acceptable to member.	X	
2.1.26	All materials furnished under the contract shall be new, of the latest design, of good quality, free from defects, and in compliance with the specifications and scope of work.	X	
2.1.27	All materials and equipment furnished under the contract must be of brands and models acceptable to member.	X	

*Deviations must be listed on the Special Terms & Conditions and Scope of Work and Specifications Acceptance Form (page 43). List the specification number for each deviation.

Job Order Contracting For Various Construction Trades

2.0 Scope of work and specifications (con't)

Requirement		Comply	Deviate*
2.2 Pricing			
2.2.01	Contract pricing will be based upon a coefficient to be applied to an approved Unit Price Book (UPB).	X	
2.2.02	The UPB shall be the current edition of RS MEANS Facilities Construction Cost Data.	X	
2.2.03	Use of current editions of RS MEANS Building Construction Cost Data, Repair and Remodeling Cost Data, Electrical Cost Data, Mechanical Cost Data, Heavy Construction Cost Data, Plumbing Cost Data, Interior Cost Data, Site Work & Landscape Cost Data, Concrete & Masonry Cost Data, is allowable if the appropriate line item is not found in the Facilities Construction Cost Data.	X	
2.2.04	The Weighted Average City Cost Index for the city closest to project location and the prices in "Total, include O & P" column in the applicable UPB will be used for project costing.	X	
2.2.05	Quarterly updates to the CCI shall be allowed under an awarded contract. Mohave shall set the schedule for allowable quarterly CCI updates.	X	
2.2.06	The total value of applicable line items and quantities will be multiplied by the appropriate City Cost Index and the specified coefficient to determine the lump sum cost of each job order.	X	
2.2.07	Contractor shall provide member with an itemized project cost prior to starting any job order. Project cost shall include: UPB Name UPB Date Date of Quote Line Number Item Number Item Description Number of Units Unit Price Total Line Cost Line Items Sub Total Coefficient Amount Grand Total	X	
2.2.08	Items that cannot be found in the UPB or other approved RS MEANS cost data index are considered "non pre-priced" items. If the UPB or other approved cost data index contain an item that is basically the same in form, fit and function, it may be used to price a non pre-priced item. If such pricing is used, substantiating rationale and documentation will be included in the line item cost sheet.	X	
2.2.09	If like items cannot be found in the UPB, contractor will obtain three written quotes for a non pre-priced item and submit the quotes to Mohave. Mohave will determine the most appropriate quote to use for adding the item to the UPB.	X	
2.2.10	Upon approval from Mohave, the non pre-priced item will become part of the UPB and available for any job order. Contractor shall not provide a new item unless and until Mohave approves it.	X	
2.2.11	A coefficient to be applied to the cost of non pre-priced items will be provided.	X	
2.2.12	Coefficients shall be provided for normal business hours (M-F, 7 a.m.-5-p.m.) and "other" hours (after hours, weekends, holidays, etc.). "Other" hours shall only be worked with prior approval from the member.	X	
2.2.13	Coefficients shall be extended no more than two decimal places.	X	

***Deviations must be listed on the Special Terms & Conditions and Scope of Work and Specifications Acceptance Form (page 43). List the specification number for each deviation.**

Job Order Contracting For Various Construction Trades

2.0 Scope of work and specifications (con't)

Requirement		Comply	Deviate*
2.2	Pricing (con't)		
2.2.14	Coefficients shall include all costs associated with performing the work contained in the UPB. Such costs include, but are not limited to: the direct cost of doing the work; labor; overhead; general & administrative; profit; project office expenses; mobilization and close-out costs; insurance; compliance with environmental and other applicable laws; protective clothing and equipment; traffic and work site barriers; computer systems and software; vehicles, maintenance and fuel; and all contingencies connected to performing the work. <i>No additional payment will be allowed for these items.</i>	X	
2.2.15	Offeror shall specify in the proposal what additional types of costs are included in the coefficients.	X	
2.2.16	UPB Division 1 sections before 54, Temporary Construction, are excluded from the contract, except as specified below. Such items shall be included in coefficients. Member may approve specific exceptions caused by unusual & unforeseen circumstances.	X	
2.2.17	The following UPB Division 1 items are allowed, when the specified work is required or authorized by the member: 01 21 53.50-0500 through 1750 01 45 23.50-0010 through 8000 01 51 13.80-0010 through 0700	X	
2.2.18	Labor, equipment and material prices will be adjusted in accordance with the prices in each new edition of the UPB. Adjustments will be to the UPB only. No adjustment will be applied to cost items comprising the coefficient. No upward adjustment shall apply to job orders awarded prior to effective date of the adjustment, regardless of the date of commencement of work.	X	
2.2.19	All prices in the UPB are for completed-in-place construction unless explicitly described otherwise. Waste or excess material quantities are incidental costs, which are included within the coefficient unless explicitly stated otherwise. Quantities used on individual job order proposals shall be taken from field measurements or design plans, as appropriate, without allowance for waste.	X	
2.3	Specifications for the Work		
2.3.01	Specifications for the work are attached (Attachment 1). All work shall be performed in accordance with the attached specifications.	X	
2.3.02	Contractor may recommend alternate specifications or additional specifications for work to be performed under a job order. Any alternate specification offered shall comply with all applicable rules, regulations, statutes, ordinances, codes, and standards.	X	
2.3.03	Contractor shall obtain approval from member prior to using any alternate specification for any work to be performed under the contract.	X	
2.3.04	Prior to starting any work, contractor shall notify member of any specification that is in conflict with applicable rules, regulations, statutes, ordinances, codes, and standards, and offer an alternate solution that is in compliance.	X	
2.3.05	When any aspect of a project is not covered by a specification, building code or standard, the minimum standard for good and workmanlike construction shall be established usage, procedures and acceptable industry practices prevailing in the United States of America.	X	

***Deviations must be listed on the Special Terms & Conditions and Scope of Work and Specifications Acceptance Form (page 43). List the specification number for each deviation.**

Job Order Contracting For Various Construction Trades

2.0 Scope of work and specifications (con't)

Requirement		Comply	Deviate*
2.3	Specifications for the Work (con't)		
2.3.06	No products that contain asbestos fibers will be used.	X	
2.3.07	Removal of any vinyl-asbestos tile or other flooring with asbestos fibers will be accomplished following all local, state and federal laws for the handling and disposal of asbestos.	X	
2.3.08	Where practicable, all work shall be accomplished in a manner to match adjacent existing work in the same area or on the same elevation. Contractor will not make adjustments to or alter in any manner member's existing facilities without prior approval from member.	X	
2.3.09	Upon completion of the work, worksite must be clean and free from debris.	X	
2.4	Services		
2.4.01	Upon request from member, contractor shall obtain the permits required for a job order. Member shall reimburse contractor for actual cost of such permits. No amount for overhead and profit will be allowed.	X	
2.4.02	Upon request from member, and if included in the awarded contract, contractor shall provide design services related to the job order. Such services are only allowable as part of an executed JOC purchase order, for performing construction services.	X	
2.4.03	Design services shall be provided in accordance with applicable federal, state, local, and industry rules, regulations, statutes, ordinances, standards, and guidelines.	X	
2.4.04	Upon request from member, and if included in the awarded contract, contractor shall provide engineering services related to the job order.	X	
2.4.05	Engineering services shall be provided in accordance with applicable federal, state, local, and industry rules, regulations, statutes, ordinances, standards, and guidelines.	X	
2.4.06	Upon request from member, and if included in the awarded contract, contractor shall provide maintenance services related to the job order.	X	
2.4.07	Maintenance services shall be provided in accordance with applicable federal, state, local, and industry rules, regulations, statutes, ordinances, standards, and guidelines.	X	
2.4.08	There shall be no charge for repair services prior to expiration of the warranty period.	X	

***Deviations must be listed on the Special Terms & Conditions and Scope of Work and Specifications Acceptance Form (page 43). List the specification number for each deviation.**

Appendix B: Questionnaire for Offeror

Place after Tab 7

1. Provide Arizona Transaction Privilege (Sales) Tax License Number: **07606925X**

Do you collect city, county and/or other local sales tax in Arizona? Yes _____ No **X**

Please check one:

- ☐ City, county and/or other local sales tax rate is ____%.
- ☐ City, county and/or other local sales tax rate varies by ship-to address.

2. For products on your price list, is shipping/handling included in the price? Yes _____ No **X**

If No, estimate S/H on purchases: **S/H is not applicable to this job order contract**

3. Mohave is established to offer a cooperative purchasing program "which can be accomplished more efficiently and economically as a multi-district or multi-county operation."

Efficiency and economy can be established through reduced bidding effort for members and vendors, management of a single contract, fewer price schedules to maintain, fewer contact persons, using Mohave as an extension of members' purchasing departments, etc. Additionally, it is Mohave's assertion that a statewide contract available to approximately 400 member agencies results in economies of scale and lower prices than those received by bidding individual contracts, especially, but not limited to small member agencies.

Will a contract based upon your proposal result in the efficiencies and economies described above?

Yes **X** No _____

If No, what efficiencies and economies would members receive from a contract based on your proposal?

4. List applicable Arizona Contractor's licenses held by your company.

Name of licensee	Classification	Number
Centennial Contractors Enterprises, Inc.	B-01	ROC165431

5. Address for purchase orders: **Centennial Contractors Enterprises, Inc.**

Attention of the **Corresponding Field Office (Please see below).** _____

Street Address _____ Mailing Address _____

City _____ State _____ ZIP _____

Fax _____

Email Address _____

Mohave North (Phoenix and Flagstaff)
1616 E. Indian School Road, Ste 200
Phoenix, Arizona 85016
Fax: (602) 230-2521
Email: BJenkins@cce-inc.com (Bill Jenkins)

Mohave South
3925 East 29th Street, Suite 404
Tucson, Arizona 85712
Fax (520) 298-7355
Email: CBeauregard@cce-inc.com (Beau Beauregard)

Appendix B: Questionnaire for Offeror (con't)

Place after Tab 7

6. Contacts for Mohave.

Main Mohave representative Please see attached
(*Shall be the main point of contact for Members. Shall be responsible for handling information requests from Members.*)

Title _____ Email address _____
Phone number _____ Fax _____

Name of contact for RFP/contract Please see attached
(*Shall be the main point of contact for Mohave procurement/contract specialists. Shall be responsible for handling information requests from the Mohave specialists.*)

Title _____ Email address _____
Phone number _____ Fax _____

Name of contact for Escalation Please see attached
(*Shall be the main point of contact when an issue needs to be escalated above the main contact for the RFP/contract.*)

Title _____ Email address _____
Phone number _____ Fax _____

Audit Contact: **Mr. David Harris** Email address: **DHarris@cce-inc.com**
(*Shall be the main point of contact for Mohave accounting specialists. Shall be responsible for handling information requests from the Mohave specialists.*)

Reconciliation Contact **Ms. Clara Kim** Email address **CKim@cce-inc.com**
(*Shall be the main point of contact for the reconciliation report.*)

Payment remittance address: **Centennial Contractors Enterprises, Inc. Accounts Receivable**

Mohave North (Phoenix and Flagstaff)
1616 E. Indian School Road, Ste 200
Phoenix, Arizona 85016
Fax: (602) 230-2521
Email: BJenkins@cce-inc.com

Mohave South
3925 East 29th Street, Suite 404
Tucson, Arizona 85712
Fax (520) 298-7355
Email: CBeauregard@cce-inc.com

7. Sales support by region (If you have representatives other than the Arizona Representative listed above.)

Name	Region served	Phone
Ms. Lisa Cooley	Statewide	(505) 239-3446

8. Indicate if your offer is regional or statewide. Regional _____ Statewide X
If regional, indicate the regions in Arizona you will service. _____

9. Will you offer members a quick pay discount if payment is made within 10 or 20 days?
Yes ____ No X If Yes, what is the discount for 10 days? _____ 20 days? _____

10. What is your general website (Internet) address? www.cce-inc.com

Appendix B: Questionnaire for Offeror

Attachment to Question 6: Contacts for Mohave

Main Mohave Representative

The following members of our team will serve as the main representatives for this contract and will be responsible for handling information requests from members:

Mohave South-

Mr. Charles (Beau) Beauregard

Email: CBeauregard@cce-inc.com

Phone: (520) 298-7350

Fax: (520) 298-7355

Mohave North-

Mr. William (Bill) Jenkins (Mohave North)

Email: BJenkins@cce-inc.com

Phone: (602) 230-9987

Fax: (602) 230-2521

Name of Contact for RFP/contract:

The following members of our team will serve as the main points of contact for Mohave procurement/contract specialists and shall be responsible for handling information requests from the Mohave specialists:

Mohave South-

Mr. Charles (Beau) Beauregard

Email: CBeauregard@cce-inc.com

Phone: (520) 298-7350

Fax: (520) 298-7355

Mohave North-

Mr. William (Bill) Jenkins (Mohave North)

Email: BJenkins@cce-inc.com

Phone: (602) 230-9987

Fax: (602) 230-2521

Name of contact for Escalation:

The following individuals shall be the main points of contact when an issue needs to be escalated above the main contact for the RFP/contract:

Mr. Mark Baier, Program Manager

Email: MBaier@cce-inc.com

Phone: (520) 266-2170 (cell)

Fax: (520) 298-7355

In the event that any Mohave representative or customer is unable to achieve successful satisfaction of their issue after speaking with our main points of contact or Mr. Baier, the following individuals are available to respond to their needs:

Mr. Brent LeVander, Senior Vice President of Operations, Western Region

Email: BLeVander@cce-inc.com

Phone: (253) 377-2784 (cell)

Mr. Mark Bailey, President

Email: MBailey@cce-inc.com

Phone: (703) 287-0000

Appendix C: Support and Maintenance Plans

Place after Tab 7

Provide the requested information for warranty and maintenance service offered by your firm, if applicable.

Do you provide warranty and maintenance for the items in the proposal? Yes ☒ No ☐ If no, how do members obtain warranty and maintenance service?

Centennial's Project Manager/Estimator assigned to the job order has the primary responsibility to complete warranty issues. Once Centennial is contacted by the buyer that there is a warranty issue, it is entered into the Warranty Control Log which tracks the progress from identification through resolution, and acceptance by the buyer. All warranty issues will be completed as soon as possible—generally within 2 days of notification.

Provide the name and address of the facility that will provide warranty and maintenance service, under an awarded contract. If there is more than one facility, provide the names and addresses for all facilities. Attach a list if necessary.

Mohave North Office, 1616 E. Indian School Road, Suite 200, Phoenix, AZ 85016

Mohave South Office, 3925 East 29th Street, Suite 404, Tucson, AZ 85712

Mohave North-Flagstaff Office, 210 North Park Street, Suite 2, Flagstaff, AZ 86001

Provide a contact person and phone number for warranty and maintenance service. If there is more than one facility, provide the information for all facilities. Attach a list if necessary.

Mohave North: Mr. Bill Jenkins (602) 230-9987

Mohave South: Mr. Charles "Beau" Beauregard (520) 298-7350

If the number above is not a toll-free number, will you accept collect calls at that number? Yes ☒ No ☐

Do you provide technical help via phone? Yes ☒ No ☐ If yes, provide a phone number and contact.

Mohave North: Bill Jenkins (602) 230-9987; Mohave South: Beau Beauregard (520) 298-7350

Describe the steps a member should take to activate a warranty, if any. **A member only need contact Mr. Jenkins, Mr. Beauregard, or their assigned Project Manager/Estimator to initiate warranty work.**

Do you offer extended warranty or maintenance service plans? Yes ☒ No ☐ If yes, provide a summary of the plans here and place any sample forms after Tab 8. **Maintenance or extended warranty services will be priced as a non-prepriced item based on subcontractor and/or vendor written quotations for the proposed maintenance work. Prices will be based on the scope of work.**

Include pricing for extended warranty or maintenance service plans in your discount and price schedule. (Tab 6.) **Please see this information in our Price Proposal.**

Appendix D: Manufacturer's Representative Information & Business Ownership

Place after Tab 7

Manufacturer's Representative Information

Check all that apply

- ☒ Offeror is authorized to submit a proposal for the specified services and can provide the equipment if awarded a contract.
- ☒ Offeror is a bona fide dealer for the services in the proposal.
- ☐ Offeror is the manufacturer of the services in the proposal.

Business Ownership: Gender/Ethnic Group

(Used for reporting. Not a factor in contract award.)

If total combined minority ownership (woman/ethnic or multi-ethnic) is at least 51%, please check the appropriate groups and indicate the percent of ownership for each. To qualify for ownership in a single group, at least 51% of the firm's ownership must be held by a person or persons of the select group. Proof of ownership is evidenced by the transaction privilege tax license or business privilege license for sole proprietorship; business privilege licensed **and** written partnership agreement for partnerships; or the Articles of Incorporation, Corporate By-laws **and** stock certificates for corporations.

- | | | | |
|---------------------------|---------------|--------------------------------------|---------|
| 1. Woman owned | _____ % | 5. Native American owned | _____ % |
| 2. Anglo owned | <u>100%</u> % | 6. Asian owned | _____ % |
| 3. Hispanic owned | _____ % | 7. N/A (government, nonprofit, etc.) | _____ % |
| 4. African American owned | _____ % | | |

Appendix E: Telecommunications Systems Compliance Worksheet

Place after Tab 7

The Arizona Procurement Code requires that all public agencies purchasing telecommunications systems be aware that the costs involved include more than the costs of purchase and installation, but future repair costs, financing costs, training and support fees, and other less obvious costs. These costs represent the total member and total life cycle costs. The law requires that any vendor of telecommunications systems that cost over \$100,000 include the total life cycle costs, total member costs, and application benefits for the proposed purchase.

"Telecommunications systems" means a system costing more than one hundred thousand dollars, including but not limited to all instrumentalities, facilities, apparatus and services, for the transmission and reception of messages, impressions, signs, signals, pictures, sounds or any other symbols by wire, radio, optical cable, electromagnetic or other similar means.

To assist in evaluating your proposal, please check and complete the applicable section below.



We are exempt from ARS §41-2553 because we are not offering telecommunications systems.



We are exempt from ARS §41-2553 because the systems we sell will not exceed \$100,000 per member or contract.



We will respond to the information below because the systems we sell may exceed \$100,000 per member or contract.

A. Our research indicates that for some communications equipment, the average expected life cycle is 84 months. For the purpose of this RFP, what is the useful life of the equipment being offered?

___ 60 months ___ 84 months ___ 120 months ___ other

B. Using a life cycle of 84 months, do you accept the following rates as substantially accurate in representing the remaining values under normal depreciation of equipment? 100% after 1 year; 86% after 2 years; 71% after 3 years; 28% after 5 years; 0 % after 7 years.

___ Yes ___ No (If No, attach separate worksheet showing remaining value after depreciation.)

C. Do you accept the following costs as reflective of actual costs for yearly maintenance contracts based on a percentage of the net cost of equipment purchased? 1st year, no cost (warranty); 2nd year, 13%; 3rd year, 15%; 4th year, 18%; 5-7th year, 21%.

___ Yes ___ No (If No, attach separate worksheet showing yearly maintenance costs.)

D. Using the figures in A-C above, do you agree that the following projections are reflective of life cycle costs for a \$100,000 purchase of your equipment?

Initial cost	\$100,000
Maintenance costs	\$109,000
Residual value	-0-
Total Life Cycle Costs	\$209,000 or \$29,858 per year

___ Yes ___ No (If no, attach separate worksheet showing life cycle cost.)

E. Identify where in your proposal the application benefits of the equipment you offer are described. Application benefits means a quantified assessment of the benefits to be achieved by the telecommunications systems offered by reduction in program costs and/or by increases in productivity of users.

Appendix F: Information Systems Compliance Worksheet

Place after Tab 7

The Arizona procurement code requires that all public agencies purchasing information systems be aware that the costs involved include more than the costs of purchase and installation, but future repair costs, financing costs, training and support fees, and other less obvious costs. These costs represent the total member and total life cycle costs. The law requires that any vendor of information systems that cost over \$100,000 include the total life cycle costs, total member costs, and application benefits for the proposed purchase.

"Information systems" means a system of hardware, software or vendor support costing more than one hundred thousand dollars that processes information or data by electronic data processing methods and devices.

To assist in evaluating your proposal, please check and complete the applicable section below.



We are exempt from ARS §41-2553 because we are not offering information systems.



We are exempt from ARS §41-2553 because the systems we sell will not exceed \$100,000 per member or contract.



We will respond to the information below because the systems we sell may exceed \$100,000 per member or contract.

A. Our research indicates that for some communications equipment, the average expected life cycle is 60 months. For the purpose of this RFP, what is the useful life of the equipment being offered?

___ 60 months ___ 48 months ___ 36 months ___ other

B. Using a life cycle of 60 months, do you accept the following rates as substantially accurate in representing the remaining values under normal depreciation of equipment? after 1 year, 100%; after 2 years, 84%; after 3 years, 64%; after 4 years, 30%; after 5 years, 10%.

___ Yes ___ No (If No, attach separate worksheet showing remaining value after depreciation.)

C. Do you accept the following costs as reflective of actual costs for yearly maintenance contracts based on a percentage of the net cost of equipment purchased? 1st year, no cost (warranty); 2nd year, 13% of cost; 3rd year, 15% of cost; 4th year, 18% of cost; 5th year, 21% of cost.

___ Yes ___ No (If No, attach separate worksheet showing yearly maintenance costs.)

D. Using the figures in A-C above, do you agree that the following projections are reflective of life cycle costs for a \$100,000 purchase of your equipment?

Initial cost	\$100,000
Maintenance costs	67,000
Residual value	-10,000
TOTAL LIFE CYCLE COSTS	\$157,000 or \$31,400 per year

___ Yes ___ No (If no, attach separate worksheet showing life cycle cost.)

E. Identify where in your proposal the application benefits of the equipment you offer are described. Application benefits means a quantified assessment of the benefits to be achieved by the information systems offered by reduction in program costs and/or by increases in productivity of users.

Appendix H: Bid Bond (Sample)

Bid Bond

KNOW ALL MEN BY THESE PRESENTS:

THAT, Centennial Contractors Enterprises, Inc.
(hereinafter called Principal), as Principal, and Travelers Casualty and Surety Company of America
a corporation organized and existing under the laws of the State of CT, with its principal office
in the city of, Hartford, CT, (hereinafter called the Surety), as Surety, are held and firmly
bound unto Mohave Educational Services Cooperative, Inc in the State of Arizona, (hereinafter called
the Obligee) in the amount of Thirty Three Thousand
~~Six Hundred Eighty*~~ (Dollars) (\$33,689), for payment
whereof the said Principal and Surety bind themselves, and their heirs, administrators, executors,
successors and assigns, jointly and severally, firmly by these presents. *Nine & 00/100

WHEREAS, the Principal has submitted a bid for

Job Order Contracting for Various Construction Trades
Solicitation No.: 09D-0716

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall
enter into a contract with the Obligee in accordance with the terms of such bid, and give such bond or
bonds as may be specified in the bidding or contract documents with good and sufficient surety for the
faithful performance of such contract and for the prompt payment of labor and material furnished in the
prosecution thereof, or in the event of the failure of the Principal to enter into such contract and give such
bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof
between the amount specified in said bid and such larger amount for which the Obligee may in good faith
contract with another party to perform the work covered by said bid, then this obligation shall be null and
void, otherwise to remain in full force and effect.

The prevailing party in a suit on this bond shall recover as part of his judgment such reasonable attorney
fees as may be fixed by a judge of the court.

Witness our hands this 16th day of July, 20 09

Centennial Contractors
Enterprises, Inc.
PRINCIPAL

SEAL
Mark E. Bailey
President

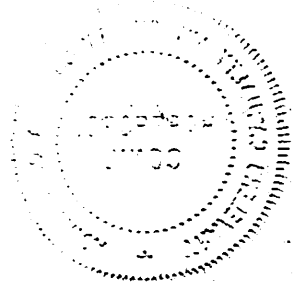
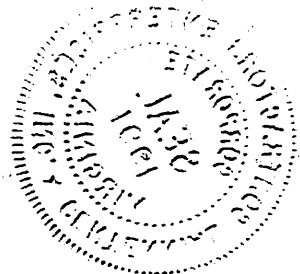
BY

Travelers Casualty and Surety
Company of America
SURETY

SEAL

BY

Eugene P. Dessureau
Eugene P. Dessureau
Attorney-in-Fact



Handwritten signature and date "1968".



POWER OF ATTORNEY

Farmington Casualty Company
 Fidelity and Guaranty Insurance Company
 Fidelity and Guaranty Insurance Underwriters, Inc.
 Seaboard Surety Company
 St. Paul Fire and Marine Insurance Company

St. Paul Guardian Insurance Company
 St. Paul Mercury Insurance Company
 Travelers Casualty and Surety Company
 Travelers Casualty and Surety Company of America
 United States Fidelity and Guaranty Company

Attorney-In Fact No. 221332

Certificate No. 003077218

KNOW ALL MEN BY THESE PRESENTS: That Seaboard Surety Company is a corporation duly organized under the laws of the State of New York, that St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company and St. Paul Mercury Insurance Company are corporations duly organized under the laws of the State of Minnesota, that Farmington Casualty Company, Travelers Casualty and Surety Company, and Travelers Casualty and Surety Company of America are corporations duly organized under the laws of the State of Connecticut, that United States Fidelity and Guaranty Company is a corporation duly organized under the laws of the State of Maryland, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc. is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

Eugene P. Dessureau, Stephen W. Freeman, Robert E. Walsh, Michele E. H. Blanco, Michael A. Youngblut, and Andrew E. Strand

of the City of Chevy Chase, State of Maryland, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 19th day of June, 2009.

Farmington Casualty Company
 Fidelity and Guaranty Insurance Company
 Fidelity and Guaranty Insurance Underwriters, Inc.
 Seaboard Surety Company
 St. Paul Fire and Marine Insurance Company

St. Paul Guardian Insurance Company
 St. Paul Mercury Insurance Company
 Travelers Casualty and Surety Company
 Travelers Casualty and Surety Company of America
 United States Fidelity and Guaranty Company



State of Connecticut
 City of Hartford ss.


By: 

George W. Thompson, Senior Vice President

On this the 19th day of June, 2009, before me personally appeared George W. Thompson, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., Seaboard Surety Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.
 My Commission expires the 30th day of June, 2011.




 Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., Seaboard Surety Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is


FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such power of attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kori M. Johanson, the undersigned, Assistant Secretary, of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., Seaboard Surety Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 16th day of July, 20 09.


Kori M. Johanson, Assistant Secretary



To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at www.travelersbond.com. Please refer to the Attorney-In-Fact number, the above-named individuals and the details of the bond to which the power is attached.